SUPREME COURT OF THE UNITED STATES.

No. 287.

THE UNITED STATES, LIBELLANTS AND APPELLANTS,

vs.

THE STEAMSHIP SIR "WILLIAM PEEL AND CARGO."

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

INDEX.

	Original.	Print.
Libel	1	1
Admiralty warrant	3	1
Marshal's return	4	2
Order to discharge cargo	5	2
Order to sell damaged cotton	6	2
Account sales of forty bales damaged cotton	7	3
Prize commissioners' report	8	3
Testimony of Haskell Crosby	11	5
Jesse Thornham	14	6
Robert K. Clark	23	9
Charles Pycraft	34	13
Thos C. Haggart	42	16
Price Rees	53	21
T. C. Haggart	59	23
Special survey	62	24
Marshal's bill	65	25
Claim of A. & S Henry & Co	66	25
Claim of Laycock & Corry	67	26
Order to open sealed papers	69	26
Order appointing attorney for captors	69	27
Bill of C. Wheeler	70	27
Appraisers' report	71	27
bill	73	29
Cause fixed for trial	73	29
Do. do	74	29
Marshal's detailed bill	74	29
Hearing, ruling out certain evidence, and submission on motion for further proof	76	30

SUPREME COURT OF THE UNITED STATES.

No. 287.

THE UNITED STATES, LIBELLANTS AND APPELLANTS,

vs.

THE STEAMSHIP SIR "WILLIAM PEEL AND CARGO."

APPEAL FROM THE DISTRICT COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF LOUISIANA.

INDEX.

	Original.	Print.
Libel	1	1
Admiralty warrant	3	1
Marshal's return	4	2
Order to discharge cargo	5	2
Order to sell damaged cotton	6	2
Account sales of forty bales damaged cotton	7	3
Prize commissioners' report	8	3
Testimony of Haskell Crosby	11	5
Jesse Thornham	14	6
Robert K. Clark	23	9
Charles Pycraft	34	13
Thos. C. Haggart	42	16
Price Rees	53	21
T. C. Haggart	59	23
Special survey	62	24
Marshal's bill	65	25
Claim of A. & S Henry & Co	66	25
Claim of Laycock & Corry	67	26
Order to open sealed papers	69	26
Order appointing attorney for captors	69	27
Bill of C. Wheeler	70	27
Appraisers' report	71	27
bill	73	29
Cause fixed for trial	73	29
Do. do	74	29
Marshal's detailed bill	74	29
Hearing, ruling out certain evidence, and submission on motion for further proof	76	30

	Original.	Print.
Bill for pumping	77	30
Bill of James Webster, witness	78	31
Order allowing Webster's bill	79	31
Statement of cotton from appraisers	79	31
Report of marine surveyor	81	32
Order allowing further proof	82	32
Notice to take testimony	83	33
Testimony of Charles G. Arthur	84	33
Notice to Capt. M. B. Woolsey	87	34
Testimony of Haskell Crosby	87	34
Testimony of M. B. Woolsey	89	35
Order to pay James Webster	91	36
Bill for piloting	92	36
Order to make correction in minutes	93	37
Commission for claimants and libellants issued	93	37
Order to deliver quadrant	93	37
Notices to take testimony	95	37
Testimony of T. C. Haggart	97	38
James Foley	101	39
James Garety	101	40
Bill of James Garety	105	41
Order allowing the same	106	42
Testimony of James Garety	107	42
Order to pay James Garety's bill	110	43
Notice to take testimony	111	44
Testimony of Charles Hargett	112	44
Order allowing withdrawal of bill of Navy Department	115	45
Bill of repairs of U. S. Navy Department	116	45
Letter of Wm. H. Shock	119	47
Bills of A. P. Faurie, Keelar, and Heartt	121	48
Letter of T. B. Thorpe	122	48
Return to commission	122	48
Order to open commission	123	48
Notices to take testimony	123	49
Affidavit of Charles G. Arthur	125	49
Hearing and continuance on motion to fix cause for trial	126	50
Hearing and fixing cause for trial	127	50
Commission for libellants	127	50
Interrogatories	128	50
Notice of trial	131	51
Testimony of James Webster	132	52
Order of continuance	137	54
Commission to Matamoras for claimants	137	54
Interrogatories	138	54
Testimony of Robert Dalzell	143	56
James Baker	146	57
Joseph Cooper	148	58
S. E. Langdon	150	59
Thomas Gilgan	153	60
Manifest of Steamer Sir William Peel	158	62

	Original.	Print.
Affidavit of Captain Thornham	175	69
Document A.—Certificate of British registry	177	70
Document B.—Charter-party	179	71
Document C.—Agreement for foreign-going ship	182	72
Hearing cause	185	76
Motion to amend pleadings; motion refused	185	76
Map	185	76
Minute of evidence	186	76
Hearing and continuance	187	76
Exception of district attorney	188	77
Order cause submitted	189	77
Order for further argument	189	77
Order and continuance	190	78
Do. do	191	78
Do. do	192	78
Do. do	192	78
Order submitted	193	78
Judgment of restitution	193	78
Petition of appeal	194	79
Order of appeal	196	79
Citation of appeal	196	79
Order to bond cargo	198	80
Notice to appraisers	199	80
Order to bond vessel	200	81
Notices to appraisers	201	81
Oath of appraisers	202	82
Partial approval of surety	204	83
Order taxing marshal's fees	205	83
Appraisement of cargo	206	83
vessel	208	83
Report of Capt. Sceales	210	84
Add'l appraisement	211	84
Appraiser's bill on cargo	212	85
vessel	213	85
add'l	213	85
Approval of sureties	214	85
Bond for release of vessel	215	86
cargo	217	87
Power of att'y to Capt Sceales	219	87
Do. do	223	89
Signing of bonds in open court	228	91
Order to prepare for sea	228	91
Order to deliver register and order to reship cargo	230	91
Order to release vessel and cargo	231	92
Marshal's bill	234	93
Agreement as to transcript	235	93
Citation of appeal, original	235 bis.	93
Certificate of clerk	236	94
Chart A	184	00

United States district court, eastern district of Louisiana.

THE UNITED STATES OF AMERICA
vs.
THE STEAMER SIR WILLIAM PEEL, TACKLE, ETC., AND CARGO. } In prize. Filed September 26th, 1863.

To the Honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

The libel of information in prize filed herein by Rufus Waples, attorney of the United States for the eastern district of Louisiana, in behalf of said libellants and of the naval captors in interest, respectfully represents to this honorable court:

First. That the steamer or vessel called the Sir William Peel, with goods, wares, and merchandise laden therein, was captured as lawful prize on or about the 11th day of September, 1863, by the United States steamer Seminole, Henry Rolando, United States navy, commanding.

2 Second. That the steamer or vessel called the Sir William Peel, with the goods, wares, and merchandise laden therein, were at the time of such capture, and are now, rightfully subject to such capture, and were and are lawful prize, and as such should be condemned and forfeited to the use of the libellants.

Third. That the said steamer or vessel called the Sir William Peel, with the goods, wares, and merchandise laden therein, have been brought to the port of New Orleans, and are now at said port and within the jurisdiction of this honorable court.

Fourth. That by reason of the premises, the said steamer or vessel called the Sir William Peel, her tackle, apparel, and furniture, with the goods, wares, and merchandise laden therein, became and are liable to condemnation and forfeiture as lawful prize, and should be condemned and forfeited as lawful prize to the libellants.

That all and singular the premises are and were true, and within the jurisdiction of this honorable court; in attestation whereof, the said attorney exhibits the said vessel's papers, and the documents, etc., found on board, together with the testimony of the witnesses, duly taken *in preparatorio* by the prize commissioners appointed by this honorable court, which are or will be duly filed in the registry of this court.

3 Wherefore, the said attorney of the United States, on behalf of the said United States, prays the usual process and monition of this honorable court against the said steamer or vessel called the Sir William Peel, and her tackle, apparel and furniture, and the goods, wares, and merchandise laden therein, in this behalf to be made, and that all persons interested in the said vessel and her cargo may be cited to answer in the premises; and that all due proceedings being had therein, this honorable court may be pleased to decree for the condemnation and forfeiture aforesaid, and that the said steamer, her tackle, apparel and furniture, with the goods, wares, and merchandise laden therein, may be condemned as lawful prize to the use of the said United States.

Dated New Orleans, September, 1863.

(Sig.) RUFUS WAPLES,
United States District Attorney.

Let admiralty process issue, as prayed for.
September 26th, 1863.

(Sig.) K. LOEW, *D'y Clerk.*

Admiralty warrant.

The President of the United States of America to the marshal of the eastern district of Louisiana, or his lawful deputy, greeting:

You are hereby commanded forthwith to seize, and into your pos-
4 session take, the steamer Sir William Peel, her tackle, etc., and cargo, now libelled by the U. States for the causes set forth in the libel pending in the district court of the United States for the eastern district of Louisiana; that you do cite and admonish the owner or owners, and all and every other person or persons having or pretending to have any right, title, or interest in or to the same, to be and appear before the district court of the United States for the district aforesaid, to be holden at the city of New Orleans on or before the third Monday from the service hereof, to show cause, if any they have or can, why the said steamer Sir William Peel, her tackle, etc., and cargo, should not be condemned as prize, forfeited to the United States, sold, and the proceeds thereof distributed according to law, agreeably to the prayer of the libellant; and how you have executed this warrant, that you make return according to law.

Witness the Honorable Edward H. Durell, judge of the said court, at New Orleans, this 26th day of September, 1863, and the 88th year of the independence of the United States.

(Sig.) K. LOEW, *D'y Clerk.*

Marshal's return, filed Oct. 19th, 1863.

Received 28th September, 1863, and on the same day seized and
5 took into my possession the steamer Sir William Peel, her takle, etc., and cargo, in obedience to the within order of seizure, and appointed Jas. Sheppard and ——— Swett keepers. Served copies of the libel and ad. warrant on H. Crosby, acting ensign, steamer Seminole, and in charge of the steamer Sir William Peel, in person, on board. Published monition in the "N. O. Times," a newspaper printed and published in New Orleans, on the 29th September, 10th—17th October, 1863. Returnable October 19th, 1863.

AMOS WHEELER, *D'y U. S. Marshal.*

Order to discharge cargo.—From minutes of September 28th, 1863.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, AND CARGO. } 7709. In prize.

On motion of Rufus Waples, esq., U. S. district attorney, and it appearing to the court that the prize steamer Sir William Peel, now in this port, is in a leaking condition, rendering the discharge of her cargo necessary, it
6 is therefore ordered that the U. S. marshal be directed to proceed to do the same, and do and perform all other things necessary to consummate that purpose, and make all necessary repairs.

District court of the U. States of America for the eastern district of Louisiana.

Present: The Honorable E. H. Durell, judge.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, TACKLE, ETC., AND CARGO. } No. 7709. In prize.

NEW ORLEANS, *Monday, 5th day of October,* 1863.

On motion of Rufus Waples, esq., U. S. dist. attorney, and on suggesting

to the court that a portion of the cotton on the said steamer is wet and in a damaged condition; that from twenty to forty bales of said cotton are in such condition, as appears by the representations of the marshal, it is ordered that the marshal proceed to advertise and sell, without delay so much of said forty bales as shall be found to be damaged.

True copy from the minutes, October 5th, 1863.

(Signed) K. LOEW, *D'y Cl'k*

Marshal's return.

7 Received 5th October, 1863. Pursuant to the within order of court, I have caused forty bales of cotton within named to be sold by public auction, and to the highest bidder, at the planter's cotton press, on Friday, the 9th day of October, 1863, at 11 o'clock a. m., having given three days' previous notice of the time, place, and manner of sale in the "Era" and the "New Orleans Times," and by the crier on the day of sale; and at such sale the purchasers were as follows, to wit:

				Per bale.	
Jones.....	Lot No. 1.	5 bales of cotton.	1.5	$187 50	$937 50
Havermeyer..	" 2.	5 " "	6.10	180 00	900 00
"	" 3.	5 " "	11.15	192 50	962 50
P. O'Brien....	" 4.	5 " "	16.20	177 50	887 50
"	" 5.	5 " "	21.25	182 50	912 50
"	" 6.	5 " "	26.30	185 00	925 00
"	" 7.	5 " "	36.40	177 50	887 50
Mushet.....	" 8.	5 " "	31.35	177 50	887 50
					7.300 00

Whereby the gross sales amounted to seven thousand three hundred dollars, which I pay over to Alfred Shaw, clerk of the U. S. district court, eastern district of Louisiana, to be disposed of as the court directs.

Attest. JAMES GRAHAM, *U. S. Marshal.*

Received from James Graham, U. S. marshal, seven thousand three hundred dollars, (as he saith,) the proceeds of the foregoing sale; the
8 money to be disposed of as the court directs, and for which I have signed duplicate receipts.

ALFRED SHAW, *Clerk,*
By K. LOEW, *D'y Cl'k.*

N. O., October 10th, 1863.

In the matter of the steamer Sir William Peel, and cargo, a prize.

PRIZE COMMISSIONERS' OFFICE, *New Orleans, Sep. 26th,* 1863.

To the hon. the judge of the district court of the United States for the eastern district of Louisiana.

The undersigned, prize commissioners of the honorable court, respectfully report that on the 26th day of September, A. D. 1863, they received notice from Haskell Crosby, prize master of the Sir William Peel, acting ensign United States navy, detached from the United States steamer Seminole, of which Henry Rolando is commander; that the said acting ensign Haskell Crosby brought with him into this city a certain vessel called the

Admiralty warrant.

The President of the United States of America to the marshal of the eastern district of Louisiana, or his lawful deputy, greeting:

You are hereby commanded forthwith to seize, and into your pos-
4 session take, the steamer Sir William Peel, her tackle, etc., and cargo, now libelled by the U. States for the causes set forth in the libel pending in the district court of the United States for the eastern district of Louisiana; that you do cite and admonish the owner or owners, and all and every other person or persons having or pretending to have any right, title, or interest in or to the same, to be and appear before the district court of the United States for the district aforesaid, to be holden at the city of New Orleans on or before the third Monday from the service hereof, to show cause, if any they have or can, why the said steamer Sir William Peel, her tackle, etc., and cargo, should not be condemned as prize, forfeited to the United States, sold, and the proceeds thereof distributed according to law, agreeably to the prayer of the libellant; and how you have executed this warrant, that you make return according to law.

Witness the Honorable Edward H. Durell, judge of the said court, at New Orleans, this 26th day of September, 1863, and the 88th year of the independence of the United States.

(*Sig.*) K. LOEW, *D'y Clerk.*

Marshal's return, filed Oct. 19th, 1863.

Received 28th September, 1863, and on the same day seized and
5 took into my possession the steamer Sir William Peel, her takle, etc., and cargo, in obedience to the within order of seizure, and appointed Jas. Sheppard and ——— Swett keepers. Served copies of the libel and ad. warrant on H. Crosby, acting ensign, steamer Seminole, and in charge of the steamer Sir William Peel, in person, on board. Published monition in the "N. O. Times," a newspaper printed and published in New Orleans, on the 29th September, 10th—17th October, 1863. Returnable October 19th, 1863.

AMOS WHEELER, *D'y U. S. Marshal.*

Order to discharge cargo.—From minutes of September 28th, 1863.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, AND CARGO. } 7709. In prize.

On motion of Rufus Waples, esq., U. S. district attorney, and it appearing to the court that the prize steamer Sir William Peel, now in this port, is in a leaking condition, rendering the discharge of her cargo necessary, it
6 is therefore ordered that the U. S. marshal be directed to proceed to do the same, and do and perform all other things necessary to consummate that purpose, and make all necessary repairs.

District court of the U. States of America for the eastern district of Louisiana.

Present: The Honorable E. H. Durell, judge.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, TACKLE, ETC., AND CARGO. } No. 7709. In prize.

NEW ORLEANS, *Monday, 5th day of October*, 1863.

On motion of Rufus Waples, esq., U. S. dist. attorney, and on suggesting

to the court that a portion of the cotton on the said steamer is wet and in a damaged condition; that from twenty to forty bales of said cotton are in such condition, as appears by the representations of the marshal, it is ordered that the marshal proceed to advertise and sell, without delay so much of said forty bales as shall be found to be damaged.

True copy from the minutes, October 5th, 1863.

(Signed) K. LOEW, *D'y Clk*

Marshal's return.

7 Received 5th October, 1863. Pursuant to the within order of court, I have caused forty bales of cotton within named to be sold by public auction, and to the highest bidder, at the planter's cotton press, on Friday, the 9th day of October, 1863, at 11 o'clock a. m., having given three days' previous notice of the time, place, and manner of sale in the "Era" and the "New Orleans Times," and by the crier on the day of sale; and at such sale the purchasers were as follows, to wit:

				Per bale.	
Jones.....	Lot No. 1.	5 bales of cotton.	1.5	$187 50	$937 50
Havermeyer..	" 2.	5 " "	6.10	180 00	900 00
"	" 3.	5 " "	11.15	192 50	962 50
P. O'Brien....	" 4.	5 " "	16.20	177 50	887 50
"	" 5.	5 " "	21.25	182 50	912 50
"	" 6.	5 " "	26.30	185 00	925 00
"	" 7.	5 " "	36.40	177 50	887 50
Mushet.....	" 8.	5 " "	31.35	177 50	887 50
					7.300 00

Whereby the gross sales amounted to seven thousand three hundred dollars, which I pay over to Alfred Shaw, clerk of the U. S. district court, eastern district of Louisiana, to be disposed of as the court directs.

Attest. JAMES GRAHAM, *U. S. Marshal.*

Received from James Graham, U. S. marshal, seven thousand three hundred dollars, (as he saith,) the proceeds of the foregoing sale; the
8 money to be disposed of as the court directs, and for which I have signed duplicate receipts.

ALFRED SHAW, *Clerk,*
By K. LOEW, *D'y Clk.*

N. O., October 10th, 1863.

In the matter of the steamer Sir William Peel, and cargo, a prize.

PRIZE COMMISSIONERS' OFFICE, *New Orleans, Sep. 26th,* 1863.

To the hon. the judge of the district court of the United States for the eastern district of Louisiana.

The undersigned, prize commissioners of the honorable court, respectfully report that on the 26th day of September, A. D. 1863, they received notice from Haskell Crosby, prize master of the Sir William Peel, acting ensign United States navy, detached from the United States steamer Seminole, of which Henry Rolando is commander; that the said acting ensign Haskell Crosby brought with him into this city a certain vessel called the

Sir William Peel, and cargo, as a prize of the United States steamer Seminole; that said steamship had been captured on Friday, the eleventh day of September, 1863, on or about ten o'clock a. m., 1863, while at an-
9 chor in the roadstead off the mouth of the river Rio Grande, Gulf of Mexico; and the said Crosby and a prize crew had been appointed by said Rolando, commander of the Seminole, to bring said prize into this port, and report her as required by the law and usages in such cases observed.

That the said prize master did seasonably deliver to us all such papers, passes, documents, etc., as were found on board of the captured steamship and having a reference to and a connection with the captured property, and which were in the possession, custody, or power of the captors, which documents were by one of us prize commissioners regularly marked and numbered A, B, C, three in number; and the said prize master made a deposition identifying said documents and complying in all respects with the law; which deposition and the said documents are herewith transmitted to your honorable court.

That on the same day the said prize master produced to me three witnesses, persons captured with the said steamer, and T. C. Haggart, a citizen of Matamoros, and Robert K. Clark, second mate of the American bark Mary Bentley, to wit:

1st. Jesse Thornham, captain of said vessel.

2d. Thos. C. Haggart, of Matamoros.

3d. Chas. Pycraft, chief mate of said vessel.

4th. Robert K. Clark, second mate of American bark Mary Bentley.
10 5th. Price Rees, seaman of Sir William Peel; and deposition of T. C. Haggart.

That we examined said five persons *in preparatorio* upon the standing interrogatories which have been adopted by the honorable court, as the same are found in Upton's work on prize courts, (page 479, 3d edition;) that said witnesses were examined separately on oath, and not in presence of each other, and unattended by counsel, after each had taken the necessary and prescribed oath to make true answer, etc., which answers were written down as required by law, each one separately to each interrogatory; and when entirely answered the said answers were signed by each witness repectively, as the same are now transmitted to your honorable court.

That we proceeded aboard of said vessel the 28th September, and examined her condition, and that it was impossible to state whether bulk had been broken or not; that the cargo consists of cotton and other articles, and that by special order from the honorable court, the vessel passed directly into the possession of James Graham, esq., United States marshal, the said vessel at the time leaking badly, and the cargo consequently becoming every hour more and more damaged; and that it is impossible to ascertain exactly the nature or quality of the cargo without an unloading and unli-
very of the same, which proceeding we now recommend to the hon-
11 orable court, with a view to the protection of the cargo until it is unlivered to the United States marshal.

That the U. S. marshal took possession of the said steamship and cargo on the 27th day of September, 1863, and said United States marshal of this court is to safely keep the same until further order of the court. All of which, including the deposition of said Crosby, with the documents by him identified, and the answers to the interrogatories taken as above, are now securely sealed, and are hereby submitted to this honorable court and deposited in its custody.

T. B. THORPE,
Special U. S. Prize Commissioner.

District court of the United States for the eastern district of Louisiana.

In the matter of steamer Sir William Peel and her cargo, a prize.

Haskell Crosby, esq., prize master of the Sir William Peel, acting ensign United States navy, detached from the United States steamer Seminole, of which Henry Rolando is commander, being duly sworn, deposes and says that the steamer Sir William Peel was captured off the river Rio
12 Grande—the mouth of said river—two miles and a half from the shore, while lying at anchor, Gulf of Mexico, on the eleventh day of September, Tuesday, about 10 o'clock a. m., 1863. And said Haskell Crosby deposes and says that there were no papers or documents, or writings of any kind, captured with said steamer, the captain of said steamer stating that the ship's papers were with the Mexican consul at Matamoras. Sufficient time it was supposed was given the captain to send to Matamoras for his papers, but he did not take advantage of the opportunity or privilege so granted.

And deponent further says that if at any time hereafter, and before the final condemnation or acquittal of said captured property, any further or other papers relating thereto shall be found or discovered to his knowledge, they shall be delivered up, or information thereof given to the prize commissioners of this district, or to the honorable court.

HASKELL CROSBY,
Acting Ensign, U. S. N.

Sworn to and signed before me, T. B. Thorpe, prize commissioner, this the 26th day of September, 1863, New Orleans, La.

T. B. THORPE,
Special Prize Commissioner.

13 District court of the United States for the eastern district of Louisiana.

In the matter of the steamer Sir William Peel and her cargo, a prize.

Haskell Crosby, prize master of the steamer Sir William Peel and acting ensign United States navy, detached from the United States steamer Seminole, of which Henry Rolando is commander, being duly sworn, deposes and says that the Sir William Peel was captured off the river Rio Grande—mouth of said river—two miles and a half from the shore, while lying at anchor, Gulf of Mexico, on the 11th day of September, Friday, about 10 o'clock a. m., 1863. And said Haskell Crosby deposes and says that certain papers marked from A to C, inclusive, and further identified by the initial letters put on them by said prize commissioner, T. B. Thorpe, are the same that were found on the vessel on Saturday, Oct. 3d, 1863, and that the deponent has delivered to the prize commissioner each and every document, paper, and writing whatsoever, received by him relating to the aforesaid captured property, in the same state and condition in which he received them, without "fraud, subornation, or embezzlement," and without any addition or alteration
14 whatsoever; and he does not know, nor does he believe, that any of the documents are missing or wanting

And deponent further says that if at any time hereafter, and before the final condemnation or acquittal of said captured property, any further or other paper relating thereto shall be found or discovered to his knowledge, they shall be delivered up, or information thereof given to the prize commissioner of this district, or to the honorable court.

HASKEL CROSBY,
Acting Ensign, U. S. N.

Sworn to and signed before me, T. B. Thorpe, prize commissioner, this the 5th day of October, 1863, New Orleans, La.

T. B. THORPE,
Special Prize Commissioner.

District court of the United States for the eastern district of Louisiana.

In the matter of the steamer Sir William Peel and cargo, a prize.

Deposition of Jesse Thornham, captain of the steamer, a witness produced, sworn, and examined in preparatorio, on the 30th day of September,
15 in the year eighteen hundred and sixty-three, at the office of T. B. Thorpe, special prize commissioner, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination, by Rufus Wapl s, esq., United States district attorney, in behalf of the captors of a certain vessel called the steamer Sir William Peel.

1. To the first interrogatory the witness answers: That he was born in Hull, Yorkshire, England. Lived all my life at Hull, except when at sea. Subject of Great Britain. Married; has a wife; no children.

2. That he came on board the captured vessel about a half hour after the capture.

3. That the capture was made on the 11th day of September, Friday, 1863, in the port of Matamoras. The vessel was taken to New Orleans. The seizure was made as stated by the commander of the Seminole, because he had a crew of one hundred and forty men on board, and nine or ten eleven-inch guns on board under the cotton.

4. That the captured vessel sailed under the British colors. There was an old Portuguese color and a Brazilian flag left in her by her former owners, and the usual signal flags peculiar to all merchantmen.

5. That there was no resistance made; there were no guns fired.
16 The capture was made by the United States steamer Seminole. There were thirty-five or forty vessels, merchantmen, in sight at the time of the capture. The captured vessel was a merchantman. The capturing vessel was a man-of-war.

6. That he presumes the Seminole had a commission to make captures, as she appeared to be an American man-of-war. The seized vessel has not been condemned, to my knowledge.

7. That the name of the vessel taken was the Sir William Peel; the name of her master was Jesse Thornham. The owners of the vessel appointed him commander—Laycock & Corry, of Manchester; he has known the vessel about three years. He took possession of her in London. She bore the name of Sir William Peel when I took possession of her. His fixed abode in Hull, England; born in England; subject of Great Britain.

8. That the Sir William Peel is of one thousand forty-four registered tonnage. The crew, at the time of her capture, was fifty persons—all Englishmen but one or two. All came on board at Liverpool.

9. That he was the captain of the vessel at the time she was seized. No interest in the ship whatever. No interest in any part of the cargo, except the stores.

10. That he has known said vessel about three years. I first saw her in London; don't know that she carried any guns. At the time she was captured she had a crew of forty-nine men. The captured vessel was
17 built in London. Her name was the Sir William Peel at the time of her capture. She bore another name, having been originally under the Portuguese flag.

11. That at the time of her seizure she was taking in a cargo for Liverpool. The voyage began in Liverpool, and was to have ended in Liverpool. When she left Liverpool she had a general cargo of merchandise. When she was seized she had part of the outward cargo on board—nine hundred and four bales of the homeward cargo on board. The vessel was loading and discharging at the same time. The inward cargo was put on board early in May last, and the outward cargo was put on board in the month of August and the beginning of September. She had no goods on board at the commencement of the voyage contraband of war.

12. That the vessel had a clearance on board from Liverpool and London. She sailed from Liverpool to the harbor of Matamoras. Her last voyage began at Liverpool, and was to have ended at Liverpool. The vessel, on her last voyage, before I took possession of her, made a voyage to the Mediterranean, under other owners than Laycock & Corry. The vessel cleared from Liverpool on the 15th of May, 1863. This was her last clearing port previous to her capture.

18 13. That the lading of the vessel consisted of tanner's earth or gambier, sumac, boots in cases, bar iron, wrought iron, hoop iron, and baled goods. These goods were put on board of the vessel in Liverpool and London in May, 1863.

14. Messrs. Laycock & Corry, of Manchester, were the owners of the ship. I know that they engaged me to take charge of the ship. The goods were owned by Henry & Co., of Manchester; this house shipped the goods. The owners of the ship and cargo are Englishmen, and have always lived in England.

15. That there was a bill of sale given to Messrs. Laycock & Corry from De Pas Brothers, London, but I know nothing about the particulars. I saw the bill of sale in London some time in the early part of May. I do not know where the bill of sale is now.

16. That the lading was put on board of the vessel in May, 1863. The cotton was put on board in August and part of September. The laders and owners were Henry & Co., Manchester; the consignees, Milmo & Co., Matamoras. Henry & Co. are English; Milmo & Co. is a Mexican firm. The cargo from Liverpool was to be delivered to Milmo & Co., Matamoras, for the benefit of Henry & Co. The laders owned the goods; the consignees had no interest except the commissions. The goods consisted of tanners' earth, or gambier, sumac, boots in cases, bar iron, wrought iron, hoop iron, and baled goods. These were put on board in Liverpool, and if restored

19 would belong to Henry & Co.

17. That there were no bills of lading signed for the goods (the cotton) seized on board of the vessel. There were no bills of lading on board, nor none signed to my knowledge, that were false and colorable.

18. That the only papers on board that related to the cargo were the receipts ~~from~~ the cargo delivered to the Mexican lighters. All the other papers belonging to the vessel were in the hands of the English consul, and the consignees of the ship at Matamoras.

19. That the vessel was captured in the port of Matamoras; could not say critically as to the latitude and longitude, without referring to my nautical books. At the time of the capture the Mexican flagstaff bore W.NW., in six fathoms of water, about two miles distant from the shore. There was a charter-party signed by Alexander Durante & Co., and Messrs. Laycock & Corry. This charter-party was signed early in May; don't know the exact day. This charter-party (a copy,) is now with Milmo & Co., Matamoras.

20. That the vessel had all the usual papers for making such a voyage. No papers were burnt, destroyed, or thrown overboard, that belonged to the vessel.

21. That so far as any blockade was concerned, that he paid no attention to it, having been consigned to a neutral port, and lying in the waters of a neutral port—the port of Matamoras; the blockade existing on the Texas side of the Rio Grande was a matter of no legal interest to him.

20 22. That he never attempted to enter any port under blockade; that the port to which he was consigned was Matamoras, a neutral port.

23. To the twenty-third he answers, that no U. S. officer was ever on board the captured vessel, until it was boarded by the officers of the Seminole.

24. That he never attempted to run any blockade, nor ever had any official notice of a blockade.

25. That the vessel was never seized as a prize, or condemned as such.

26. That he has sustained loss in a large quantity of stores, napkins, wines, etc., taken by the crew and officers of the Seminole.

27. That the vessel and cargo are insured with the usual insurance of all merchant vessels which leave the British ports.

28. That when the cargo arrived at Matamoras, it continued to be the property of the original laders; the outward cargo was consigned to Messrs. Milmo & Co., Matamoras.

29. That the outward cargo was of British manufacture. The inward cargo, he does not know where it was produced; it was shipped from the port of Matamoras.

30. That the homeward cargo was shipped from Matamoras by Mexican steamers and lighters. These steamers and lighters took the cotton from the Mexican shore and brought it off to the vessel.

21 31. That he knows of no papers of any kind belonging to the vessel that are not in the possession of the consignees or of the British consul at Matamoras.

32. That there were never any papers belonging to the vessel taken out of her except the ship's papers, which were so taken out to deliver to the consignees or the British consul, at Matamoras.

33. That the bulk was not broken during the voyage.

34. That there were no passengers on board of the vessel.

35. That all the papers belonging to the vessel are in the hands of the consignees and the British consul at Matamoras.

36. That at the time of her capture the vessel was lying at the port of Matamoras.

37. That the vessel was sold to the present owners by Depas Brothers, but he does not know the particulars of the sale; does not know about the amount that was paid for the vessel. If the vessel is restored, he believes that the vessel will belong to Laycock & Corry, Manchester.

38. That there were on board two eighteen-pound signal guns, and a quantity of muskets, such as she used when in the transport service. The vessel was used in 1860 and 1861 as a transport ship, and was used as such until she came in possession of her present owners. She had no other warlike material on board of any kind.

22 39. That the vessel was loaded in Liverpool with a cargo of merchandise from which everything contraband of war was excluded. This mixed cargo of merchandise was unloaded, or nearly the whole of it, in the port of Matamoras, and the homeward-bound cargo was being received on board according to charter-party, for Liverpool.

40. That the captured vessel never sailed in a convoy of ships armed or unarmed; never received any instructions regarding the escaping from a blockade; never did anything illegal or contrary to law.

To the 41st, 42d, and 43d the witness answers, that he never attempted to

enter any blockaded ports; was never warned off from any blockaded port; that his vessel never carried a commission or license as a privateer, or letter of marque and reprisal, or other authority, from any person or persons, to cruise against the persons or property of the citizens of the United States; nor has the captured vessel at any time sailed or acted in company or concert with any armed vessel or vessels in cruising against or seizing as prizes any person's vessels, or property of citizens of the United States.

JESSE THORNHAM,
Master steamship Sir William Peel.

Sworn to and signed before me, T. B. Thorpe, special prize commissionsioner, this the 21st day of September, 1863, New Orleans, La.

T. B. THORPE,
Special Prize Commissioner.

23 District court of the United States for the eastern district of Louisiana.

In the matter of the steamer Sir Wm. Peel, and cargo, a prize.

Deposition of Robert K. Clark, second mate bark Mary Bentley, a witness produced, sworn, and examined in preparatorio on the 29th day of September, in the year eighteen hundred and sixty-three, at the office of T. B. Thorpe, special prize commissioner, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination by Rufus Waples, esq., United States district attorney, in behalf of the captors of a certain vessel called the Sir William Peel.

To the first interrogatory the witness answers:

1. That he was born in New York City; calls that city his home; not married; owes allegiance to the United States, and is a citizen of the same.

2. That he was in the harbor of the roadstead of the Rio Grande, on board of the bark Mary Bentley, about a half mile or less distant from the Sir William Peel, at the time of her capture.

24 3. That the capture was made in the roadstead of the Rio Grande, and the vessel was taken to New Orleans. The seizure was made, as I understand, because she was fitting out as a privateer, and also for having contraband goods on board.

4. That the captured vessel sailed under English colors. I saw Portuguese colors on board, but none others.

5. That he does not know any of the circumstances relating to the act of capture. The capture was made by the United States steamer Seminole. There was a great number of vessels in sight at the time, all of them professed merchantmen. The Sir William Peel professed to be a merchant vessel. She appeared to be a merchantman, but I believe that she was anything but a merchantman. The capturing vessel was an United States vessel-of-war of about eight guns, named the Seminole.

6. That he believes the Seminole had a commission to make captures. The vessel seized has not yet been condemned.

7. That the name of the captured vessel was the Sir William Peel; does not know the captain's name. Saw the vessel for the first time on the 24th of June, the day she entered the Rio Grande roadstead; take the captain of the vessel to be an Englishman.

8. That the captured vessel will carry one thousand and forty-two tons; this is her regular English market tonnage. Don't know the number

25 of men employed on the vessel, or anything regarding their history.

9. That he did not belong to the ship's company, nor had I any pecuniary or other interest therein.

10. That he has known the vessel about three months; first saw her in the roadstead of the Rio Grande; she carried two guns; don't know the number of her crew. I should think the Sir William Peel was English build; her name was the Sir William Peel; I never knew her by any other name.

11. That he heard that the vessel came from Jamaica to the Rio Grande, and the rumor was, that she was to go from the Rio Grande to Havana, where she was going to unload her cotton and fit up as a privateer. The people on the Mexican side of the river spoke of the vessel as the privateer Texas. These people thus calling her were Texans on the Mexican side of the river. I was not allowed to visit the Texas side of the river. I do not know what kind of lading she had when she started on her voyage, but I saw brought from the vessel to the Mexican shore, bales of blankets, machinery, apparently for a steamer of good size; I saw cases of shoes, and kegs of nails; I saw some horse shoes also; I saw lowered from the vessel kegs which I believe contained powder. These kegs were handled with great care; there was no fire about at the time. These things were taken
26 from the boat by the steamer Matamoros, which boat went direct to the Sir William Peel, and then direct to shore. The vessel lay off the Mexican shore about two miles, and the tug came from the Mexican side of the river, and carried these goods over to the Mexican shore. The tug, when she left the Mexican shore, never stopped until she reached the Sir William Peel, and from the Sir William Peel, went direct to the Mexican shore. I saw the things I have enumerated, but there was undoubtedly a disposition to conceal them from observation. The tug came off to the vessel and took a load ashore when a favorable opportunity occurred, occupying in this business some two or three months, averaging about one load a week. The tug was a large one, and was each time well loaded. The time consumed to get each load on board was generally a day. When the unloading of the Sir William Peel was going on, and a United States gunboat came into the harbor, it was the custom of the people on the Sir William Peel to spread a tarpaulin in such a way that the persons on the United States gunboat could not see what was going on on board the captured vessel. These goods spoken of, when they reached the Mexican shore, were put in a warehouse some twenty yards from the landing. From this warehouse, these things, the Texans said, were eventually put on a flat, carried up the river Rio Grande, landed in Texas and hauled to Brownsville. The Texans at the mouth of the Rio Grands, are in the habit of boasting how easy it is to get all the supplies they want from abroad. These events regarding the
27 removal of goods from the captured vessel, occurred between the 1st of June and the last of August, or thereabouts, 1863. I know nothing of contraband goods being on board the Sir William Peel, except what I have already stated.

12.

13.

14. That he heard the goods on the Sir William Peel belonged to persons living in Brownsville; this was the common rumor on the Mexican side of the river, and the people who crossed over from the Texan side told the same story. I saw a young man, said to be the son of one of the owners of the goods on the Sir William Peel, once in company with the captain of the Sir William Peel, on the Texas side of the river.

15.

16.

17.

18.

19. That the vessel was captured in latitude 26 degrees, longitude 97 degrees and some minutes, on Friday, the 11th day of September, 1863, in the

roadstead of the mouth of the Rio Grande. When she discharged her cargo, of which I have testified, she was lying in American waters; she lay in American waters some three months. In the latter part of August the vessel changed her position and went to the southward; the reason of
28 the removal I understand to be this: that the United States steamer Princess Royal came into the mouth of the river especially to take the vessel, and sent ashore some boats and compasses in broad daylight to take the bearings, and at the same time sent word to the Mexican governor of Matamoros to come down and see if the Sir William Peel was lying in Mexican or American waters. At the night of the day the boats went ashore to take the bearings, and the Mexican governor was asked for his official opinion, I was walking the deck of the bark Mary Bentley, about or less than three quarters of a mile from the Sir William Peel, expecting to see her captured by the boats of the Princess Royal. The night was very clear, and I saw a pilot boat from the Texan shore come off to the Sir William Peel, which remained alongside of the vessel about a half hour and then returned to the shore. I know the boat was an official pilot boat, as it was well known, being the only one in the river. The Sir William Peel, at 2 o'clock in the morning, got under weigh and passed within an eighth of a mile on the starboard quarter of the Mary Bentley. The Princess Royal passed immediately after, on the Mary Bentley's *post* quarter, and kept very close to her, the Sir William Peel, until she anchored about a half mile of the bark, the Sir William Peel going all the time from her starting point to the southward. When the captured vessel first came to the mouth of the Rio
29 Grande, she anchored five miles from the Mexican shore, and two miles from the Texan shore, in American waters; after awhile she moved up southward, but still remained in American waters; at the second point of location she discharged her cargo, at least such as I saw of it. At the captured vessel's second removal, and at the time the Princess Royal was apparently pursuing her, the Sir William Peel quietly came to anchor, and the Princess Royal kept out to sea.

20. That he knows nothing personally of any papers belonging to the vessel. The common story was at the mouth of the Rio Grande, that the captured vessel had a false set of English papers, and that she would not fit up as a privateer until she reached Havana. On board of the Sir William Peel, coming up to New Orleans, I heard the captain of the Sir William Peel say that his papers were with the British consul at Matamoros. There was, to my knowledge, plenty of time given him by the commander of the Seminole to go ashore to get his papers, but he did not take advantage of the opportunity. He went ashore and got his wife, who is a Texan woman, "and a bitter secesh." I believe that the Sir William Peel was going to Havana after she was loaded with cotton, to fit up as a privateer. We Americans at the mouth of the Rio Grande were frequently threatened by the leading Texans, when on the Mexican side of the river, that we would see, the Yankee sons of b———s would get enough as soon as the privateer
30 Texas (the Sir William Peel) was fitted out and came back to the mouth of the Rio Grande, where said privateer Texas was to destoy the blockade and burn our transports.

21.

22. The Mary Bentley, of which I am second mate, arrived at the mouth of the Rio Grande on the 8th of June. The Sir William Peel arrived on the 24th of June, and came to anchor at the place already described. At the time of these dates there was no effective blockade. I did not see a United States vessel-of-war for near a month. In this time there was a most active commerce carried on between the Texan shore and the English vessels in the roadstead. Vessels loaded with cotton, carrying no flag, coming from Gal-

veston and other Texan ports, would run into the mouth of the river Rio Grande, lie all night on the Mexican side of the river, and the next day, hoisting the Mexican flag, would run out and unload their cargo into British vessels. It was while these things were going on that the Sir William Peel commenced unloading her cargo, carrying it to the Mexican side of the river. It was therefore apparent, that although at the time no United States vessels were in sight, the parties referred to knew that they were breaking the blockade.

23.

24.

25. That he never knew of the Sir William Peel being captured as
31 a prize until so captured by the commander of the Seminole. She has not yet been condemned.

26.

27.

28.

29. That he presumes that the goods taken from the Sir William Peel were of English manufacture; that he has no doubt but that the cotton on board of the vessel at the time of her capture was raised in Texas.

30. That the cotton found on board of the Sir William Peel at the time of her capture was taken in lighters from the Mexican shore, at the mouth of the river, at a place called Bagdad. I believe that all the cotton was of Texas product, but it went through the form, as far as I know, of being dumped on the Mexican shore before it was lightered over to the Sir William Peel.

31.

32.

33. That he came up from the mouth of the Rio Grande to New Orleans, as a passenger, on the Sir William Peel, and that the bulk was not broken to his knowledge.

34.

35.

36. That the Sir William Peel, at the time she was captured, was at anchor at the mouth or in the roadstead at the mouth of the Rio Grande.

32 37.

38. That the Sir William Peel had two guns mounted; they were about four or six feet long, and would carry a ball of twenty or twenty-five pounds. These guns and carriages were on her hurricane deck. There were on board about one hundred stand of arms, English muskets. There were quite a number of axles, that, being of iron and very strong, I took to be for gun carriages. These are all the military stores I saw. What more may be in the ship I cannot say.

39. That he believes that the captured vessel left Liverpool and came to the Rio Grande intending to run the blockade, then put her contraband cargo ashore, consisting in part of machinery, as I understand, for a ram building or completed at Galveston; then get a set of papers, and fit out as a privateer. I believe that she would have fitted out at the mouth of the Rio Grande, if she had not been so closely watched. I further believe that if she had not been captured by the Seminole, that she would have loaded with cotton, gone to Havana under English colors, then, after selling her cargo of cotton, fitted upas a privateer. From the comparatively light load she carries—nine hundred and forty-two bales, which should not put a vessel like her down more than six inches—and the fact that she draws seventeen feet of water, I take it to be a natural consequence, that she has a heavy armament on board, which armament would have been mounted at sea.

33 40. That he knows nothing of the vessel sailing in company with other ships or in the convoy of ships. Knows nothing of any papers belonging to the vessel, nor can he give any useful or intelligent answers to the interrogatories numbered 41, 42, 43.

The witness further deposes that he saw on board of the Sir William Peel one hogshead of common harness rings, such as are used exclusively for the manufacture of artillery harness; and also, that from the time the Sir William Peel came into the roadstead of the mouth of the Rio Grande until she was captured by the Seminole, a period of time including over two months and a half, that he saw the vessel every day, and made up such opinions as he has expressed in his testimony, from this long period of careful observation of what was passing on the vessel, and upon what he heard said of her among the people on the shore on the Mexican side of the Rio Grande.

R. K. CLARKE,
Second Mate Bark Mary Bentley.

Sworn to and signed before me, T. B. Thorpe, special prize commissioner, this the 29th day of September, 1863, New Orleans, La.

T. B. THORPE,
Special Prize Commissioner.

34 District court of the United States for the eastern district of Louisiana.

In the matter of the steamer Sir William Peel, and cargo, a prize.

Deposition of Charles Pycraft, chief mate of the Sir William Peel, a witness produced, sworn, and examined in preparatorio on the first day of October, in the year eighteen hundred and sixty-three, at the office of T. B. Thorpe, special prize commissioner, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination by Rufus Waples, esq., United States district attorney, in behalf of the captors of a certain vessel called the Sir William Peel.

1. To the first interrogatory the witness answers:

That he was born in Yarmouth, county of Norfolk, England; still lives at Yarmouth when at home; has a wife and children living at Yarmouth; owes allegiance to Great Britain.

2. That he was present at the capture of the Sir William Peel and her cargo.

3. That the seizure was made in Mexican waters. The vessel was
35 carried into the port of New Orleans. The captured vessel had no commission to make prizes. The capture was made thus: the boarding officer for the time being said that he had come on board to take the ship. A few minutes afterwards, the officer of the capturing vessel--the commander of the vessel—came on board of the Sir William Peel, and stated, "that he had come on board to seize the ship." The witness asked the reason, and the reply was, "that the Sir William Peel had arms and ammunition stowed on board."

4. That the captured vessel sailed under English colors. She had a Portuguese ensign and an old Brazilian flag. I believe the captured vessel at one time ran from Lisbon to Brazil. There were the usual signal flags used by all merchant vessels.

5. That there was no resistance made at the time of the capture; no guns were fired. The name of the capturing vessel was the United States steamer Seminole. There were at least thirty vessels in sight at the time of the cap-

veston and other Texan ports, would run into the mouth of the river Rio Grande, lie all night on the Mexican side of the river, and the next day, hoisting the Mexican flag, would run out and unload their cargo into British vessels. It was while these things were going on that the Sir William Peel commenced unloading her cargo, carrying it to the Mexican side of the river. It was therefore apparent, that although at the time no United States vessels were in sight, the parties referred to knew that they were breaking the blockade.

23.

24.

25. That he never knew of the Sir William Peel being captured as
31 a prize until so captured by the commander of the Seminole. She has not yet been condemned.

26.

27.

28.

29. That he presumes that the goods taken from the Sir William Peel were of English manufacture; that he has no doubt but that the cotton on board of the vessel at the time of her capture was raised in Texas.

30. That the cotton found on board of the Sir William Peel at the time of her capture was taken in lighters from the Mexican shore, at the mouth of the river, at a place called Bagdad. I believe that all the cotton was of Texas product, but it went through the form, as far as I know, of being dumped on the Mexican shore before it was lightered over to the Sir William Peel.

31.

32.

33. That he came up from the mouth of the Rio Grande to New Orleans, as a passenger, on the Sir William Peel, and that the bulk was not broken to his knowledge.

34.

35.

36. That the Sir William Peel, at the time she was captured, was at anchor at the mouth or in the roadstead at the mouth of the Rio Grande.

32 37.

38. That the Sir William Peel had two guns mounted; they were about four or six feet long, and would carry a ball of twenty or twenty-five pounds. These guns and carriages were on her hurricane deck. There were on board about one hundred stand of arms, English muskets. There were quite a number of axles, that, being of iron and very strong, I took to be for gun carriages. These are all the military stores I saw. What more may be in the ship I cannot say.

39. That he believes that the captured vessel left Liverpool and came to the Rio Grande intending to run the blockade, then put her contraband cargo ashore, consisting in part of machinery, as I understand, for a ram building or completed at Galveston; then get a set of papers, and fit out as a privateer. I believe that she would have fitted out at the mouth of the Rio Grande, if she had not been so closely watched. I further believe that if she had not been captured by the Seminole, that she would have loaded with cotton, gone to Havana under English colors, then, after selling her cargo of cotton, fitted upas a privateer. From the comparatively light load she carries—nine hundred and forty-two bales, which should not put a vessel like her down more than six inches—and the fact that she draws seventeen feet of water, I take it to be a natural consequence, that she has a heavy armament on board, which armament would have been mounted at sea.

33 40. That he knows nothing of the vessel sailing in company with other ships or in the convoy of ships. Knows nothing of any papers belonging to the vessel, nor can he give any useful or intelligent answers to the interrogatories numbered 41, 42, 43.

The witness further deposes that he saw on board of the Sir William Peel one hogshead of common harness rings, such as are used exclusively for the manufacture of artillery harness; and also, that from the time the Sir William Peel came into the roadstead of the mouth of the Rio Grande until she was captured by the Seminole, a period of time including over two months and a half, that he saw the vessel every day, and made up such opinions as he has expressed in his testimony, from this long period of careful observation of what was passing on the vessel, and upon what he heard said of her among the people on the shore on the Mexican side of the Rio Grande.

R. K. CLARKE,
Second Mate Bark Mary Bentley.

Sworn to and signed before me, T. B. Thorpe, special prize commissioner, this the 29th day of September, 1863, New Orleans, La.

T. B. THORPE,
Special Prize Commissioner.

34 District court of the United States for the eastern district of Louisiana.

In the matter of the steamer Sir William Peel, and cargo, a prize.

Deposition of Charles Pycraft, chief mate of the Sir William Peel, a witness produced, sworn, and examined in preparatorio on the first day of October, in the year eighteen hundred and sixty-three, at the office of T. B. Thorpe, special prize commissioner, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination by Rufus Waples, esq., United States district attorney, in behalf of the captors of a certain vessel called the Sir William Peel.

1. To the first interrogatory the witness answers:

That he was born in Yarmouth, county of Norfolk, England; still lives at Yarmouth when at home; has a wife and children living at Yarmouth; owes allegiance to Great Britain.

2. That he was present at the capture of the Sir William Peel and her cargo.

3. That the seizure was made in Mexican waters. The vessel was
35 carried into the port of New Orleans. The captured vessel had no commission to make prizes. The capture was made thus: the boarding officer for the time being said that he had come on board to take the ship. A few minutes afterwards, the officer of the capturing vessel—the commander of the vessel—came on board of the Sir William Peel, and stated, "that he had come on board to seize the ship." The witness asked the reason, and the reply was, "that the Sir William Peel had arms and ammunition stowed on board."

4. That the captured vessel sailed under English colors. She had a Portuguese ensign and an old Brazilian flag. I believe the captured vessel at one time ran from Lisbon to Brazil. There were the usual signal flags used by all merchant vessels.

5. That there was no resistance made at the time of the capture; no guns were fired. The name of the capturing vessel was the United States steamer Seminole. There were at least thirty vessels in sight at the time of the cap-

ture. The captured vessel was a merchantman. The capturing vessel was a ship-of-war; at least, I took her to be so. She had at least eight guns for an armament, and probably a hundred and fifty men on board.

6. That he does not know that the Seminole had any commission to make prizes; presumes she had. The seized vessel had not been condemned up to the present time.

36 7. That the name of the captured vessel was Sir William Peel. The master's name was Jesse Thornham. Don't know who appointed Capt. Thornham to take charge of the vessel. I have known the vessel since October last. I have known the captain since last May. The captain took possession of the vessel in London. Don't know who delivered the vessel to the captain. The captain lives, I believe, in Hull, Yorkshire, England. His wife is at present in New Orleans. The captain was born in England, and owes allegiance to Great Britain.

8. That the Sir William Peel measures (1044) one thousand and forty-four tons register. There were forty-nine persons on board belonging to the vessel at the time of the seizure. The whole are Englishmen, except two. All signed in Liverpool, except two officers, two stewards, two engineers, and carpenter, who signed in London. The captain got the shipping master to attend to shipping the men.

9. That he did belong to the captured vessel as chief officer; had no interest in cargo or ship.

10. That he has known the captured vessel since October last. Saw her for the first time in Victoria docks, London. She carried two eighteen-pound guns, and had forty-nine men on board at the time she was captured. The captured vessel was built in London River. Her name was Sir William Peel. I think she was originally built for the Portuguese govern-

37 ment to run between Lisbon and Rio Janeiro. She was then, I believe, known as the Don Pedro Segundo.

11. That the vessel, at the time of her seizure, was loading for Liverpool. The voyage began at Liverpool, and was to have ended in Liverpool. When she left Liverpool she had a cargo of tanners' earth, sumac, bars of iron, bundles of iron, cases of boots, and bales of merchandise. When she was seized she had on board thirty axes, two hogsheads of hardware, about two casks of soda, and nine hundred and four bales of cotton. The cargo of the outward voyage was put on board in May; the homeward-bound cargo was taken in somewhere in August. I don't know of any contraband goods ever having been on board of her.

12. That the captured vessel had no passports or sea-briefs on board that he was aware of. On her last voyage she sailed from Liverpool to Jamaica, coaled, and proceeded on to Matamoras. Her last voyage began at Liverpool, and was to have ended at Liverpool. On her outward-bound voyage the vessel had on board tanners' earth, sumac, rolls of leather, cases of boots, bales of merchandise, some casks of soda, bar and bundle iron, casks of hardware, a quantity of axes. Most of the things here enumerated were delivered at Bagdad, Mexican shore. She sailed, previously to the capture, from Liverpool, but stopped on the way at Jamaica, to coal.

38 13. That when the vessel left Liverpool on her outward voyage, she had on board tanners' earth, sumac, rolls of leather, cases of Blucher boots, bales of merchandise, some casks of soda, bar and bundle iron, hogsheads of hardware, a quantity of axes. When she was captured she had on board about thirty axes, two casks of hardware, and two casks of soda, and nine hundred and four bales of cotton. The outward-bound cargo was put on boad some time in May; the homeward-bound was put on board, or commenced being put on board, some time in August.

14. That he does not know the owners of the goods or cargo on board of

the vessel, but believes they belong to two Manchester gentlemen, both natives of Great Britain and residents of Manchester.

15 That he knows nothing of the business matters of the ship whatever.

16. That the outward-bound cargo was put on board of the vessel in the month of May last, 1863. The names of the consignees are Milmo & Co., Matamoras. Don't know the laders' names. If the vessel and cargo were released, I believe the cargo would belong to gentlemen in Manchester, and the ship to English owners.

17. That he knows nothing about any bills of lading or any papers belonging to the vessel, except the ship's articles, the cargo-books, and the log-books.

19. That the vessel was captured at the mouth of the Rio Grande. Could not give the latitude and longitude unless I examined my charts. The capture was made on Friday, the 11th day of September, 1863. The
39 capture of the Sir William Peel was made in the roadstead of Matamoras, in Mexican waters. There was a charter-party for the voyage ; at least I believe so, but know nothing with certainty of the papers belonging to the vessel.

21. That he knew by common rumor that there was a blockade of the ports of the United States, but that he knows nothing of the matter officially. The vessel was not bound to any port of the United States.

20 That he knows nothing of any papers belonging to the vessel, except the ship's articles, the log-books and cargo-books.

22. That it was his duty to take in and deliver cargoes, and see that the men did their work, and that, beyond these duties, he had nothing to do with matters connected with the ship, and that he knows nothing of matters of blockade.

23. That he never saw the register of the vessel.

24. That the Sir William Peel never, to his knowledge, attempted to run any blockade.

25. That the captured vessel was never seized as a prize or condemned as such, excepting the seizure by the Seminole.

26. That he has sustained loss to the amount of one pound, and further loss depends upon the final disposition of the ship.

27. That both vessel and cargo are insured ; at least, such is his impression. The insurance is made, if any exists, in England.

28. That the cargo, had it reached Liverpool, would have belonged to British owners, but he does not know to what particular owners.

40 29. That the outward-bound cargo was in possession of English owners, and the homeward-bound cargo was from people living in Matamoras. Knows nothing of the history of particular products.

30 That the homeward-bound cargo, or at least so much as was on board at the time of the seizure, was put on board of the vessel by lighters and steamers from the shore, the things lightered to the vessel being loaded on the lighters and steamers at Bagdad, Mexico.

31. That he knows nothing of any papers belonging to the vessel that he has not already stated.

32. That he knows of no papers except those of the log-books, the ship's articles, and the cargo-books.

33. That no bulk was broken during the voyage.

34. That there were no passengers on the captured vessel.

35. That he knows nothing of any papers not already stated.

36. That at the time of the capture she was lying in the roadstead of Matamoras.

37. That he knows nothing of the history of the vessel, nor of the papers, not already mentioned.

38. That there were two eighteen-pounders mounted on the spar deck, fifty stand of old muskets, seven or eight pistols, and some old cutlasses, and some old tomahawks. There may have been some forty pounds of powder on board, some blue-lights, and some rockets. The eighteen-pound-
41 ers were put on board of the vessel, I believe, while she was in the English transport service, and the same may be said of the other weapons; the rockets and blue-lights were carried as night signals. There was no other warlike material on board at any time not here enumerated. I do not know by what authority the eighteen-pounders, the muskets, the pistols, and the tomahawks were put on board of the vessel; they were on the ship when I took possession as chief officer.

39. The witness answers: I believe that the captured vessel was loaded in England for Matamoras, Mexico, and to take on board a return cargo to proceed to Liverpool. That she arrived in the harbor, I think, about the 22d of June, 1863, and has been there hard on to three months, discharging her cargo and loading; and whilst so doing, there had been as many as four American gunboats lying in sight of her at one time, and no officer from any of these vessels had ever boarded the ship. The officers of the French gunboat Melange did board the ship, examined the manifest and cargo on the ship, stating that there were neither arms nor ammunition on board of the ship.

40. That the captured vessel never sailed in the convoy of vessels, armed or unarmed. Never received any instructions that I am aware of about any existing blockade, nor had any papers on board relating thereto, that I know of.

41. That the captured vessel, to his knowledge, never attempted to run any blockade.

42 42. That the captured vessel never did, to his knowledge, have a commission or license as a privateer, a letter of marque and reprisal, or other authority from any person to cruise against the persons or property of the citizens of the United States, and to make prizes thereof.

43. That the captured vessel, to his knowledge, has never sailed or acted in company or concert with any other armed vessel or vessels, nor has she cruised against, pursuing or seizing as prize, any person, vessels, or property of citizens of the United States.

CHARLES PYCRAFT,
Chief Officer Steamer Sir William Peel.

Sworn to and signed before me this the first day of October, 1863.

T. B. THORPE,
Special Prize Commissioner.

New Orleans, La.

District court of the United States for the eastern district of Louisiana.

In the matter of the steamer Sir Wm. Peel and cargo, a prize.

Deposition of Thos. C. Haggart, a witness produced, sworn, and examined in preparatorio on the 2d day of October, in the year eighteen hundred
43 and sixty-three, at the office of T. B. Thorpe, special prize commissioner, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination by Rufus Waples, esq., United States district attorney, in behalf of the captors of a certain vessel called the Sir William Peel.

To the first interrogatory the witness answers:

1. That he was born in the State of New York; has been since 1861 a

resident, as business demanded, of Texas, Louisiana, and Tamaulipas, Mexico; has been in Matamoras for the last eight months—from about February to the latter part of September, 1863; claims to be a citizen of the United States; owes allegiance to the United States government; not married.

2. The witness answers that he was not present at the capture of the Sir William Peel, but was in the port at the time; heard of the capture on the following morning after the capture, the 12th of September, 1863.

3. That it was made in the roadstead of the mouth of the Rio Grande, and the captured vessel was carried to New Orleans. The captured vessel had no commission to make prizes, that I am aware of from personal knowledge; but after the vessel arrived at the mouth of the river, and after discharging her cargo, I was informed by officials of the Confederate gov-
44 ernment—men whom I knew to be officials of the Confederate government—and attached to the quartermaster department, Confederate States army, that the vessel would be purchased with the cargo by their government. This was told me by these officers on the Mexican side of the Rio Grande; I was not permitted to visit the Texas side of the river. This purchase contemplated by the Confederate authorities was a matter of common talk in Matamoras, where the secesh element prevails; was the talk of the most intelligent people, both Mexican and American born, merchants and officials. I know from positive knowledge, which I received from the acting adjutant of the post at Brownsville, that the purchase of the cargo was made after the vessel arrived in the roadstead of Matamoras. It is true that there are Confederate agents who went from Western Texas to Liverpool and London, to select this very cargo of the Sir William Peel; and all other cargoes gotten up in Liverpool and Manchester for Confederate purchase are selected by these agents. The names of these agents are Justian, McCarty, P. Edwards, and an Englishman named Attrill. Two of these were captured on the Peterhof and released at Havana—Edwards and McCarty. McCarty is, and has been, a business partner of Col. Jas. Duff, Confederate States army, in command at Brownsville, Texas. Attrill, I believe, was in Liverpool at the time the Sir William Peel received her cargo. The Confederate
45 adjutant already alluded to, in a conversation with me, which took place after the arrival of the Sir William Peel in the roadstead of the Rio Grande, speaking in reference to the seizure of cotton at Brownsville by the Confederate authorities, said "that this seizure of cotton was a military necessity, to purchase these English cargoes, as the forces about Brownsville were much in want of arms and such other things as were on board the Sir William Peel. The order for the seizure and impressment of the cotton originated from an order from General Kirby Smith, Confederate States army. And further, the impression was left upon my mind, that the vessel as well as the cargo would be purchased by the cotton then going on board, which cotton was to be discharged at some intermediate port. This idea of the final disposition of the vessel and cargo was the popular one, both in Brownsville and Matamoros, and no doubt arose from the same source that gave me the impression and information that the vessel, the cargo, and the cotton, were all mixed up with the Confederate government, and that all parties interested in the vessel, on both sides of the Atlantic, were giving aid and comfort to the enemies of the United States, and especially interested in the Southern-European Gunboat Association, to pay for these various war vessels now on the seas as Confederate Anglo-rebel pirates, or on the stocks in British shipyards, to be turned loose the first oppor-
46 tunity upon the commercial marine of the United States. The nominal consignees of the Sir William Peel in Brownsville and Matamoros, and of other English ships, are merely used to shield the property for

England, and the cotton bought in Texas from the United States authorities, where the property, the cotton, all comes from Texas, and belongs, by seizure of the military authorities, to the Confederate government, as all the cotton in Western Texas was long since seized by the Confederate government, the producers holding certificates from the Confederate government therefor

4. The witness answers that the captured vessel sailed under British colors.

5. That he knows nothing about the details of the capture, except that when the United States steamer Princess Royal came into the harbor and was taking bearings preliminary to making the vessel a prize, she slipped her cable, (the Sir William Peel,) and took her anchorage in Mexican waters. After the departure of the Princess Royal the Sir William Peel resumed her first anchorage, which was in American waters, and it was at this anchorage, a second time selected, that she was taken possession of by the Seminole. It is proper here to state that this anchorage was especially favorable to discharging and securing her cargo, as the wind, generally blowing from the southward at this season of the year, was favorable to the working of the lighters.

47 6. He answers that he presumes the Seminole had a commission to make prizes, and that he believes that the captured vessel was brought to New Orleans.

7. He answers that he knows the name of the captured vessel by common rumor to be the Sir William Peel.

8. That he knows nothing about the tonnage of the vessel, or of the crew, or captain.

9 That he has known the vessel ever since she has been lying in the roadstead of Matamoros.

10. That he did not belong to the vessel; had no interest in the cargo or vessel.

11. That he knows something relating to the lading which the vessel brought into the roadstead of Matamoros. In conversation with the quartermaster's clerk, Confederate States army, of Brownsville, Texas, meeting him in Matamoros, he informed me that he had been at the mouth of the Rio Grande, crossing arms at night time from the Sir William Peel, said arms having been purchased by the rebel authorities at Brownsville. He stated to me that it was their custom to receive contraband goods at the mouth of the river, to avoid observation. These goods were taken on lighters, brought into the river, and delivered on the Texas side without entry in the custom-house Matamoros. Once landed on the Texas side of the river, they were hauled in wagons to the quartermaster's department, Brownsville.

48 Arms are contraband in Mexico and at the port of Matamoros, and all munitions of war; consequently, with the connivance of the custom-house authorities at Matamoros, arms and munitions of war are landed at night, and carried direct to the Texas shore; no record, consequently, appearing on the custom-house books of Matamoros. The informant, whom I have alluded to, who told me he had been down to the mouth of the river receiving arms at night from the Sir William Peel, was an intelligent young man twenty-five years of age, an officer in the rebel army, and acting as such at Brownsville, being in the quartermaster's department. He was an intimate friend of mine, and above the suspicion of stating anything but the truth. The removal of arms from English vessels at night direct to the Texan shore, and then hauling them in wagons to Brownsville, is a thing as notorious at the mouth of the river as are any business transactions however honestly carried on. There is not even an attempt made to conceal the fact; the night time is only used to shield the custom-house

authorities at Matamoros, and not from any absolute necessity of concealing the transaction from the public gaze.

12. The witness answers that he knows nothing about the history of the ship.

13. That from the receiver of the goods taken from the Sir William Peel, he learned that the vessel brought into the roadstead of the Rio
49 Grande, arms, muskets in boxes, and rifled cannon, blankets, and medicines; these things were enumerated to me as having come from the Sir William Peel, by the receiver of said goods; what other goods were in the vessel I do not pretend to know.

14. He answers that the engineer-in-chief of the Sir William Peel stated to him that the owners of the vessel were London Jews.

15. That he knows nothing relating to the interrogatories of this section; the same of interrogatory sixteenth; the same of interrogatories seventeenth and eighteenth.

19. He answers that her degrees of latitude and longitude he could not state; but at the time of the capture, standing upon the Mexican shore, he observed the course of the river was S. of W., enough so to satisfy me that the vessel was in American waters; at least, this was the captured vessel's position on the 2d of September, 1863, nine days before the capture; and as the weather was generally good, and water smooth, there was no probability that the vessel should have moved in the nine days from the 2d which intervened, before her capture by the steamer Seminole.

20. The witness answers that he knows nothing; the same of the twenty-first interrogatory; the same of the twenty-second interrogatory; the same of the twenty-third interrogatory; the same of the twenty-fourth interrogatory; nothing of the twenty-fifth interrogatory; nothing of the twenty-
50 sixth interrogatory; nothing of the twenty-seventh interrogatory; nothing of the twenty-eighth interrogatory; nothing of the twenty-ninth interrogatory; nothing of the thirtieth interrogatory; nothing about the thirty-first interrogatory; nothing about the thirty-second interrogatory; nothing about the thirty-third interrogatory; nothing about the thirty-fourth interrogatory; nothing about interrogatories thirty-five, thirty-six, thirty-seven and thirty-eight.

39. The witness answers that he truly believes that the Confederate agents in Europe negotiated for cargo and vessel in Europe; the cargo destined for the Confederate government, to be delivered by way of Matamoros; the vessel to receive portion of cargo at the roadstead of the Rio Grande, which cargo was to be delivered, for the benefit of the owners of the cargo, at some intermediate port; the vessel was then to be armed as a privateer of the Confederate government. These convictions concerning the vessel and cargo were founded upon the reasons that immediately upon the arrival of the vessel at the roadstead, the Confederates seemed wonderfully pleased, and reported that she was an armed merchantman destined for the use of the Confederacy; the merchants to whom the vessel was consigned were Messrs. James Hale & Co., who are merchants doing business in Matamoros and Brownsville. Hale & Co. are now, and have been for a long
51 time, since the commencement of the rebellion, contracting with the so-called Confederacy to furnish arms, munitions of war, subsistence, and so forth; and are also agents for Confederate officials now commanding the rebel forces in Western Texas, and are, to my personal knowledge, now furnishing these rebel sources with supplies. Their habit is, if they have anything in Brownsville (cotton for instance) which would be safer in Matamoros, they move it over; and if they have anything on the Mexican side of the Rio Grande that would be safer at Brownsville, they move it over; doing business on both sides of the river or the very purpose of aiding and abetting

blockade runners, and the introduction of contraband goods into Texas. The Sir William Peel was consigned to this house; I have seen their names advertised as agents of the Sir William Peel, on placards stuck up about the streets of Matamoros; common rumor makes them the agents. That he daily met Confederate officials, and from their conversation, and from what amounted to absolute statements, I learned that the cargo of the Sir William Peel was adding greatly to the supplies demanded by the military authorities of Texas. I have lived in Texas two years—the western part of it—and am well acquainted with the country and leading people, and had facilities to know what was going on in the country, and also what was the prevailing public sentiment among the officials living at Brownsville and Matamoros. I also learned that the greatest part of the
52 cotton shipped from Matamoros *via* Brownsville, went to Confederate agents living in Europe, and the proceeds went to pay for the vessels which are now on the sea, and are now building for the Confederate government in the dockyards of Great Britain. The general impression regarding the vessel was had from the day she appeared in the roadstead at the mouth of the Rio Grande; it was generally understood that both cargo and vessel were to be purchased for the use of the Confederate government; the same finally to become a privateer, as it was asserted that she had guns enough on board of her to commence operations, after clearing from Matamoros. I was informed that she was lined and had double decks, which contained her armament; she was regarded with suspicion by all persons who had Union or loyal sentiments, and her Confederate admirers believed, or pretended to believe, that she had on board guns of sufficient calibre to protect her from any assault in the harbor by the United States steam gunboats.

40. To the fortieth, forty-first, forty-second, and forty-third interrogatories, the witness answers that he knows nothing of the questions asked therein.

THOMAS C. HAGGART.

Sworn to and signed before me, T. B. Thorpe, special prize commissioner, this the 2d day of October, 1863.

T. B. THORPE,
Special Prize Commissioner.

53 District court of the United States for the eastern district of Louisiana.

In the matter of the steamer Sir William Peel, and cargo, a prize.

Deposition of Price Rees, seaman of the Sir William Peel, a witness produced, sworn, and examined *in preparatorio* on the fourth day of October, in the year eighteen hundred and sixty-three, at the office of T. B. Thorpe, special prize commissioner, on the standing interrogatories established by the district court of the United States for the eastern district of Louisiana; the said witness having been produced for the purpose of such examination by Rufus Waples, esq., United States district attorney, in behalf of the captors of a certain vessel called the Sir William Peel.

1. To the first interrogatory, the witness answers that he was born in Milford, Wales; considers Milford his home; is a subject of Great Britain; is a widower; no family; a seaman by occupation.

2. That he was present at the capture of the Sir William Peel.

3. That the seizure was made in the roadstead at the mouth of
54 the Rio Grande. The captured vessel was taken to New Orleans. Never heard any reason given for the capture.

4. That the captured vessel sailed under English colors. I have seen a Portuguese flag on board. I understood that the flag was on board when the vessel was purchased from the Portuguese government. She also had on board a code of signals.

5. That there was no resistance made at the time of the capture. The capturing vessel was called the Seminole. These were all the vessels in the roadstead, say fifty, in sight at the time of the capture. No men-of-war in sight at the time. The Sir William Peel was a merchant vessel. The capturing vessel was a ship-of-war, called the United States steamer Seminole.

6. That he presumes the capturing vessel had a commission to make captures. The vessel had not been condemned, to his knowledge.

7. That the name of the captured vessel was the Sir William Peel. Her master's name was Thornham. Don't know who appointed him commander. I have known the vessel some five months. Never saw her until I joined her as a seaman. Don't know where Captain Thornham lives, nor where he was born. I believe him to be a British subject.

8. That the captured vessel was rated at about one thousand tons, British measure. There were some forty or fifty men on board at the time
55 of the capture—all Englishmen, I believe. The seamen joined the ship in Liverpool; the officers in London. The captain and shipping master hired the crew.

9. That he belonged to the ship's company as seaman; had no pecuniary interest in the ship.

10. The witness answers that he has known the vessel some five months. First saw her in Liverpool. She carried two guns on the upper or spar deck; they are called eighteen-pounders. At the time the vessel was captured she had on board, all told, between forty and fifty men. The captured vessel I believe to be an English-built ship. Her name was the Sir William Peel. Never knew her by any other.

11. That the voyage began in Liverpool, and was to have ended in Liverpool. Her cargo when she left Liverpool was case goods, bales, casks, iron, iron axles—a general cargo. Don't know what was in the bales, or in the cases; there were a great many casks—about a hundred; a few of these casks contained iron rings, and I don't know what was in the other ones. The casks were not filled with liquid, except some twenty, which contained tallow oil. The casks which contained the tallow oil had iron hoops; the other casks had wooden hoops. I have not the least idea what was in the cases. This lading was, in part, put on board in Liverpool. I only saw the ship two days before she sailed, and at that time she was pretty well loaded.

When the vessel was seized she had on board nine hundred odd bales
56 of cotton, with some of the outward bound cargo, one cask of rings, and some bricks, and some axles. Don't know when the outward-bound cargo was put on the vessel. The return cargo was put on board about two weeks before the vessel was captured. I do not know that the vessel had any contraband goods on board.

12. That he knows nothing about the ship's papers, and nothing about the ship previous to his going aboard of her in Liverpool, two days before she sailed on this voyage.

13. That the vessel carried on her outward voyage a mixed cargo of merchandise, consisting of bales, cases, casks, axles, iron, about three thousand fire brick. The brick was on board as freight, as they were of no use to the vessel.

14. The witness answers that he does not know who are the owners of these goods on board of the vessel. Don't know anything about the owners.

15. That he does not know anything in regard to the ship's papers.

16. That the lading found on board at the time of her capture was put on board within two weeks of her capture. Don't know the laders; don't know the consignees; and don't know for whose benefit the goods were to be sold; and don't know who would own them if they were released by the government of the United States.

17. That he knows nothing of any papers belonging to the vessel.

57 18. That he knows nothing of any papers relating to the vessel.

19. That he does not know the latitude and longitude in which this vessel was captured. The capture took place on the 10th or the 11th of September, on Friday, about eleven o'clock p. m., 1863. The seizure was made in the roadstead of the Rio Grande. Knows nothing of a charter-party.

20. He answers that he knows nothing.

21. That he knows nothing.

22. That he knows nothing.

To the twenty-third, twenty-fourth, and twenty-fifth interrogatories the witness answers that he knows nothing of the questions asked.

26. That he has lost some wearing apparel.

27. That he does not know if the vessel captured was insured.

28. That he does not know who owns the vessel and cargo, and how it, the cargo, was to be sold.

29. That he does not know anything of the history of the production of the goods put on board of the Sir William Peel in Liverpool. I know nothing about the cargo which was captured, the cotton, except that it was brought to the steamer from the shore in Mexican lighters.

30. That the cotton found on board of the captured vessel was brought from the shore to the Sir William Peel in lighters. The cotton was shipped on the lighters from a place called Bagdad. I understood it came from Matamoras.

58 31. That he knows nothing of any papers, documents, instruments, and invoices belonging to the vessel.

32. The witness answers that he knows nothing.

33. That the cargo was not broken from Matamoras to New Orleans.

34. To this, as to the 35th, 36th, and 37th interrogatories, the witness answers that he knows nothing.

38. That there were two eighteen-pounders mounted on the upper deck of the captured vessel. There were muskets and bayonets on board, which had been used when the vessel was used by the government—the British government; there were a good many of them; can't say how many. There were three or four boxes of balls, and fixed ammunition possibly, as the guns had been fired off; but I never saw the powder; that was kept in the magazine. Don't know when these things were put on board.

39. That when he shipped, at Liverpool, the understanding was that the vessel was to go to Matamoras and return to Liverpool, or any designated discharging port in Great Britain, the voyage not to last more than six months. Never heard anything to the contrary of this agreement.

To the fortieth, forty-first, forty-second, and forty-third interrogatories, the witness answers that he knows nothing regarding the questions asked.

PRICE REES,
Seaman on board of the Sir William Peel.

59 Sworn to and signed before me, special prize commissioner, this the fourth day of October, 1863.

T. B. THORPE, *Special Prize Commissioner.*

District court of the United States for the eastern district of Louisiana, in the matter of the steamer Sir William Peel and cargo, a prize.

Deposition of T. C. Haggart, a witness produced, sworn, and examined, *in preparatorio*, on the fourth day of October, in the year eighteen hundred and sixty-three, at the office of T. B. Thorpe, special prize commissioner.

To the interrogatory as to the standing of the different leading commission houses and business houses of Matamoras alluded to, are foreign houses, except the house of Albino Lopez, ex-governor of the State of Tamaulipas. Prominent among these foreign houses is Droege, Oertling & Co., a Prussian house, one of the largest furnishing houses of Confederate supplies in Matamoras. They are the largest consignees of vessels and cargoes in that place, these cargoes, as a general thing, finding their
60 way into the Confederacy. They claim to be Prussians. Droege is Prussian consul. Hale, Malony & Co., merchants doing business both in Brownsville and Matamoras. They are also consignees of English vessels, and regular contractors to supply goods and ammunitions of war to the Confederate authorities at Brownsville, Texas. The English vessels consigned to them generally contain cargoes assorted in England by the Confederate purchasing agents, and the goods are in all cases suited for the Texas market. They claim to be British subjects. Gilgan & Co. is a British house. They are consignees of the same class as Hale, Malony & Co., contractors to supply the Confederacy, and receiving cotton in payment for these supplies, which cotton is shipped from the port of Matamoras. I. San Roman & Co. have a house both in Brownsville and Matamoras, and are large contractors to supply the Confederacy with goods. Claim to be strictly a Spanish house. Milmo & Co. is also a British house, formerly of Monterey, Mexico, but since the commencement of this rebellion has commenced business in Matamoras. In Matamoras its commercial relations have been mainly confined to receiving vessels from England filled with goods intended for the Confederate government. There is no disguise made by Messrs. Milmo & Co. of this traffic. Trains with goods from this
61 house, and others of a similar character, are continually coming in open day into Brownsville, Texas. Oudy & Co. is a German house, same as the others in every respect. Albino Lopez, late governor of Tamaulipas, has been the receiver of goods from Nassau, Havana, and from European ports, cargoes consisting of munitions of war, powder, guns, &c. Did this while acting governor, and used his office for a cloak. He was educated in Kentucky, and is now not governor, but simply acting as a merchant. The British consul is a merchant doing business in Matamoras; has been the receiver of cargoes of goods from England containing goods such as were demanded by Texas trade. Active and open in his sympathies with the Confederates. The business of selling goods to the Confederacy through the above-mentioned houses has been immense, in payment for which they have invariably received cotton, which cotton is and was the property of the Confederacy, as per order from Gen. Kirby Smith, C. S. A., and no doubt the goods from abroad were imported on government account. On their arrival, these goods were merely distributed through these various commission houses as a cloak to prevent seizure. Every bale of cotton now in Texas is the property of the Confederacy, and no business transaction can now be made for the payment of foreign goods that is not made with the Confederacy or its accredited agents. The whole tone of these
62 business houses, and the persons employed by them, principals and clerks, is just as bitter against the United States as is the tone against the United States among the people in Brownsville, Texas, as these

merchants thus lending themselves to destroy the American government protect themselves under the guise of neutrals, being, I believe, in every instance, foreigners. Such is the state of things in Matamoras and Brownsville, to the truth of which I solemnly swear, knowing these facts from positive observation and residence in Matamoras.

THOS. C. HAGGART.

Sworn to and signed before me this the fourth day of October, 1863. New Orleans, La.

T. B. THORPE, *Special Prize Commissioner.*

Special survey.

SIR: In accordance with instructions issued to us by Col. T. B. Thorpe, special prize commissioner of the United States for the port of New Orleans, we this day, 5th October, 1863, at 10 o'clock a. m., proceeded on board the prize ship Sir William Peel, lying at the levee in the port of New Orleans, and made a careful survey of the decks, hold, staterooms, &c., of the steamship Sir William Peel, and found on board, in a stateroom in the cabin:

63 One 25-pound keg of powder, (gun)
Two 1-pound flasks powder, (gun.)
One box containing 24 round of cannon cartridge.
Four dozen cartridges, (for cannon.)
Four dozen rifle cartridges.
One set (24) blue-lights; sixteen rocket-lights.
Thirty pounds small shot in two bags, say thirty pounds.
Four boxes friction primers for cannon.
Four boxes friction primers for rifles, and one box percussion caps.
Two 18 lbs. (eighteen-pound) cannonades rigged in port-holes.
Twelve muskets, in racks in companionway, ready for action.
Thirty-five muskets, in order, in a room amidship.
Four boarding-pistols, in order, in a room amidship.
Forty-six bayonets, in order, in a room amidship.
Eleven tomahawks, for boarding, in a room amidship.
Forty six cutlasses, for boarding, in a room amidship.
Forty-four cartridges, boxes, and belts, in a room amidship.

We then proceeded to the lower hold, and under and among the dunnage, partly concealed, we found a lot of solid round shot, and a quantity of grapeshot, and between decks, aft, found a lot of grapeshot loose, and between decks, forward, found two casks marked M. & Co., in a diamond, 2,052, 2,053, the contents of which were iron rings used for artillery har-
64 ness, all of which are contraband of war. The steamship's original name, as cut in the glass door, was Don Pedro Segundo, built in 1855 for the Portuguese government for a vessel-of-war, her marine engines being placed six feet below water line. We also found fire-proof bedplates of the powder magazine on the after first deck, which powder magazine had been removed, (so the mate of the ship, Charles J. Pycraft, an Englishman, who was on board at the time of the capture and stowage of the ship, informed us,) and it was removed to make room for cotton between decks.

New Orleans, October 5th, 1863.

H. G. HEART,
T. KULARY,
Special Surveyors to U. S. Prize Commissioners.

Sworn to and signed before me, T. B. Thorpe, special prize commissioner this 6th day of October, 1863.

T. B. THORPE,
Special Prize commissioner of the United States.

65 *Marshal's bill, filed October 13th, 1863.*

District court of the United States, eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, TACKLE, &C., AND CARGO. } No. 7709. The sale of 40 bales cotton under an interlocutory order.

NEW ORLEANS, *October 9th*, 1863.

In this case, I certify that the costs and charges of United States marshal amount to four hundred and forty-five dollars and fifty cents, ($445 50.)

Attest: JAMES GRAHAM, *Marshal.*

$133 50, James Murphy's bill of drayage.

Details:

Order of court to sell	$2 00
Advertising sale in "Era"	6 00
Storage Planters' Press	10 00
Labor in pumping	11 00
Commissions on sale	97 50
Port warden and harbor masters	45 00
Admiralty warrant and libel	4 00
Pub. monition in "Times"	12 00
Advertising sale in "Times"	6 00
Labor in pumping	112 00
Mileage advanced to Robert K. Clark, witness	120 00
Quarantine fees	20 00
66 James Murphy, bill of drayage	113 50
	579 00

Claim of A. & S. Henry & Co., filed October 16th, 1863.

United States district court for the eastern district of Louisiana.

UNITED STATES
vs.
THE STEAMER SIR WILLIAM PEEL, HER TACKLE, &C., AND CARGO. } No. 7709. In prize.

To the Honorable E. H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

Jesse Thornham, captain and master of the said steamship Sir William Peel, intervening for the interest of A. & S. Henry & Company, in the cargo of said steamer, appears before this honorable court and claims said cargo; and states that the said A. & S. Henry & Co. are the bona fide owners thereof, and that no other person is owner thereof, and that the same is not the subject of legal prize. And he further states that the said A. & S. Henry & Co. are British subjects, who reside and are now residing in
67 Manchester, in the kingdom of Great Britain, and unable to appear herein; and that he, the said Jesse Thornham, is the captain and mas-

ter of the said steamer Sir William Peel, and lawful bailee of said cargo for the said A. & S. Henry & Co. And therefore the said claimant prays that this honorable court will be pleased to decree a restitution of the same to the said A. and S. Henry & Company, owners of the same as aforesaid, and otherwise right and justice to administer in the premises.

JESSE THORNHAM.

Sworn to and subscribed before me this 16th October, 1863.

K. LOEW, *D'y Clerk.*

EDWARD BRIGGS, *Proctor.*

Claim of Laycock & Corry, filed October 16th, 1863.

United States district court for the eastern district of Louisiana.

THE UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, HER TACKLE, ETC., AND CARGO. } No. 7709. In prize.

To the Honorable E. H. Durell, judge of the district court of the United States for the eastern district of Louisiana:

68 Jesse Thornham, captain and master of the steamship Sir William Peel, intervening for the interest of John Laycock and T. M. Corry in the said steamship, her tackle, apparel, and furniture, appears before this honorable court, and claims the said steamer, her tackle, apparel, and furniture, and states that the said John Laycock and T. M. Corry are the true and bona fide owners thereof, and that no other person is owner thereof, and that the same is not subject of legal prize. And he further states that the said John Laycock and T. M. Corry are British subjects, who reside and are now residing in Manchester, in the kingdom of Great Britain, and unable to appear herein; and that he, the said Jesse Thornham, is the captain and master of the said steamer Sir William Peel, and the lawful bailee thereof for her said owners.

And thereupon the said claimant prays that this honorable court will be pleased to decree a restitution of the same to the said John Laycock and T. M. Corry, owners as aforesaid, and otherwise right and justice to administer in the premises.

JESSE THORNHAM.

EDWARD BRIGGS, *Proctor.*

Sworn to and subscribed before me this 16th October, 1863.

K. LOEW, *D'y Clerk.*

69 *Order to open sealed papers.—From the minutes of October 19th, 1863.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC., AND CARGO. } 7709.

On motion of the district attorney, it is ordered that he have leave to open the sealed papers on file in this cause.

Order appointing attorney for captors.—From the minutes of October 19th, 1863.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC., AND CARGO. } No. 7709.

On motion of the district attorney, it is ordered by the court that Thomas J. D[illegible]rant, esq., be appointed attorney to represent the captors in this case, and that he be duly notified thereof.

70 *Marshal's return.*

Received 19th October, 1863, and on the same day served a copy of the order of court on Thos. J. Durant, esq., in person, at New Orleans.
Returned October 21st, 1863.

JOHN M. WYMAN,
Deputy U. S. Marshal.

C. Wheeler's bill, filed October 21st, 1863.

United States marshal to C. Wheeler, Dr. to discharging steamer Sir William Peel.

To discharging 899 bales cotton:	
871 bales, at 25 cents	$217 75
28 do., at 50 cents, (wet)	14 00
To 9½ days' labor pumping ship	19 00
15 men ¼ day's labor moving ship	7 50
2 do. ¼ do. pumping air pump	1 00
35 do. to lift fan and moor ship	17 50
15 do. ½ day's labor disch. of cargo	15 00
6 do. 1 do. ship work	12 00
2 do. ¼ do. pumping air pump	1 00
1 night's watching	1 50
	306 25

Approved. J. A. NOBLE, *Dep'y U. S. Marshal.*
Received payment.

71 *Appraisers' report, filed October 22d, 1863.*

NEW ORLEANS, *October 8th*, 1863.

SIR: We have examined forty bales of cotton, (damaged,) imported and captured in the British steamship Sir William Peel, from off the Rio Grande, and are of the opinion that the actual market value or wholesale price of said goods, at the period of the exportation thereof to the United States, in the principal markets of the country; and we do therefore appraise the same as follows:

No.	Bales damaged.		Original mark.	Per bale.
(1) 1 to 5	5	1.40 per cent. 1.40 per cent. 1.25 per cent. 1.40 per cent. 1.40 per cent.	M. & Co.....	$162 00
(2) 6 to 10	5	1.40 per cent. 1.45 per cent. 1.40 per cent. 1.20 per cent. 1.50 per cent.	M. & Co.....	162 00
(3) 11 to 15	5	1.45 per cent. 1.20 per cent. 1.10 per cent. 1.15 per cent. 1.10 per cent.	M. & Co.....	162 00
(4) 16 to 20	5	1.10 per cent. 1.25 per cent. 1.10 per cent. 1.15 per cent. 1.30 per cent.	M. & Co.....	162 00
(5) 21 to 25	5	1.50 per cent. 1.40 per cent. 1.50 per cent. 1.35 per cent. 1.30 per cent.	M. & Co.....	162 00
(6) 26 to 30	5	1.40 per cent. 1.35 per cent. 1.50 per cent. 1.30 per cent. 1.25 per cent.	M. & Co.....	162 00
(7) 31 to 35	5	1.60 per cent. 1.45 per cent. 1.65 per cent. 1.70 per cent. 1.25 per cent.	M. & Co.....	162 00
(8) 36 to 40	5	1.45 per cent. 1.30 per cent. 1.10 per cent. 1.30 per cent. 1.30 per cent.	M. & Co.....	162 00

40 bales, averaging $162 per bale, is $6,480.

The average damage on this cotton is 33 per cent. *of* 450 pounds to the bale, and would bring, if in good order, 54 cents per pound; deducting the damage, it would average $162 00 per bale.

H. G. HEART.
CHAS. CLAIBORNE,
U. S. appraisers to U. S. prize commissioners.

To JAMES GRAHAM, *U. S. Marshal.*

73 *Appraiser's bill, filed October 22d, 1863.*

In the matter of the steamer Sir William Peel, etc., and her cargo, a prize.

NEW ORLEANS, *October 8th*, 1863.

To Appraiser's office, Dr., 40 bales damaged cotton.

For expenses on forty bales damaged cotton:

$64 80 appraisement	$64 80
Classification, arrangement	64 80
Labor assorting cotton	2 00
	131 60

Received payment.

Order cause fixed.—From minutes of October 31st, 1863.

UNITED STATES
vs.
STEAMER SIR WM. PEEL AND CARGO. } No. 7709.

By consent of counsel, this cause is fixed for trial on Tuesday next, 3d proximo, at 10 a. m.

74 *Order cause fixed.—From minutes of November 4th, 1863.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

By consent of counsel in open court, this cause is fixed for hearing on to-morrow, 5th instant, at 10 o'clock a. m.

Marshal's bill, filed November 5th, 1863.

U. S. MARSHAL'S OFFICE.

District court of the United States, eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, &C., AND CARGO. } No. 7709.

Certified statement of marshal's fees:

Admiralty warrant and libel		$4 00
Order to sell		2 00
	Advertising sale and monition, Era	18 00
75	Bill storage, Planters' Press	10 00
	Advertising sale in New Orleans Times	6 00
Bill labor for pumping		112 00
Do.	do	11 00
Do.	R. K. Clark, witness fee	120 00
Do.	T. C. Haggart, do	103 50
Do.	James Webster, do	91 75

Commission on sale	97 50
Bill quarantine fees, board of health	20 00
Port wardens and harbor masters	45 00
Bill drayage, James Murphy	133 50
Bill discharging cargo, C. Wheeler	306 25
Bill docking H. Daly	1,108 80
Bill caulking, M. Welch	12 75
Bill use of flat, A. Pierson	5 00
Bill services as clerk, O. A. Peirce	26 00
Bill lumber, J. B. Prague	52 00
	2,275 05

I certify the above to be a true statement of the costs and charges of the United States marshal, as against the forty bales damaged cotton sold.

J. Q. A. HOIT, *Dep'y U. S. Marshal.*

76 *Hearing, ruling out certain evidence, and submission on motion for further proof.—From minutes of November 5th, 1863.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, HER TACKLE, ETC., AND cargo. } In prize. No. 7709.

This cause came on to-day for trial before the court, the district attorney appearing for libellants, Edward Briggs, esq., appearing for claimants; Thomas J. Durant, esq., appearing for captors, when, after hearing the pleadings, the district attorney, in support of the libel, offered in evidence the admiralty warrant, monition, and marshal's return, the testimony taken *in preparatorio* before the prize commissioner, his report, and Books A, B, and C, found on board the vessel.

And the counsel for claimants having objected to the reception of the testimony of such witnesses as were not found on board the captured vessel, the court, after hearing argument, sustained the objection, and ruled such testimony out.

Whereupon, the attorneys for libellants and captors moved for leave to procure further evidence. And after hearing argument in opposition
77 to the order of further proof in behalf of captors, the court took said motion under advisement, and ordered the cause to be continued.

Bill for pumping, filed November 7th, 1863.

Steamship Sir William Peel, Dr. to United States Navy Department at New Orleans, Oct. 28th, 1863.

To twelve days' pumping by tugboat Ida, at $130 per day	$1,560 00
600 feet yellow-pine lumber, at $60 per 1,000	36 00
600 do. cypress do. do. do.	36 00
100 pounds cut spikes, at 14 c. per lb	10 00
2½ pounds tarred marline, at 50 c	1 25
8 papers iron tacks, at 10 c. per paper	80
14 yards canvas, at $1 00 per yard	14 00
100 pounds oakum, at 20 c. per lb	20 00
10 pounds nails, at 10 c. per lb	1 00
	1,679 05

The above expenses were incurred in stopping a leak in the above-named vessel.

P. S.—The articles crossed out on this bill are included in Mr. Daly's account; this belongs to the Navy Department. The United States
78 marshal will please pay the said materials and the bill for pumping as above specified to the Navy Department.

Respectfully, JOSEPH E. COX, *Carpenter U. S. N.*

Bill of James Webster, (witness,) filed November 9th, 1863.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC. } In prize.

Libellant Dr. to James Webster:

To carriage fare from Matamoros to Boco del Rio, and passage over the bar of the Rio Grande to vessel and return, paid in specie	$30 00
Passage to New Orleans, in specie	45 00
Return to Matamoros, in government legal-tender notes	60 00
Difference in value of specie and United States treasury notes on seventy-five dollars gold, at 50 per cent	37 00
	172 50

James Webster, duly sworn, says that the above account is a correct statement of money paid out by him to enable him to attend as a witness in the case of the United States *vs.* the steamer Sir William Peel, and that
79 his testimony has been taken by consent of all parties concerned.

JAMES WEBSTER.

Sworn and subscribed before me this 9th day of November, 1863.

ALFRED SHAW, *Clerk.*

Order allowing Webster's bill.—From minutes of November 14th, 1863.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

On motion of the district attorney, it is ordered that the bill of expenses of James Webster, a witness, amounting to $172 50, be allowed.

Statement of cotton, filed Nov. 17th, 1863.

[Copy.]

NEW ORLEANS, *Oct. 29th, 1863.*

Received from steamship Sir William Peel eight hundred and ninety-nine bales of cotton, and about five bales loose.

80 Delivered to United States commissioners forty bales wet and damaged. Remaining on hand, viz:

447 bales in shipping order.
200 do. bad do.
212 do. dry damaged.
about 5 do. loose.

864

(Sig.)

PLANTERS' PRESS,
Per. PETER MANDEL.

To U. S. prize commissioners, New Orleans:

I do hereby certify that the above is a true copy of the original.

H. G. HEART, *Appr., etc., etc.*

PLANTERS' COTTON PRESS, *New Orleans, 4th Nov.*, 1863.

To the U. S. commissioners:

GENTS: I have carefully examined the cotton received here from the prize steamship Sir William Peel, and find a number of bales in very bad condition under the old dry damage; several bales are very wet.

I would therefore respectfully recommend that the said bales, as well as the broken and loose, *be sold* as soon as *possible*, to save as much as possible from further loss and damage.

PLANTERS' PRESS,
Per PETER MANDEL.

Rufus Waples, esq., U. S. district attorney:

81 SIR: I hand you annexed report of the cotton, and if you concur, will you please have the order for sale of the damaged or perishable cotton to be sold at as early a day as convenient, say damaged, 417 bales cotton, as annexed.

Very respectfully, yours,

H. G. HEART, *Appraiser, etc., etc.*

Report of marine surveyor, filed Nov. 17th, 1863.

STATE OF LOUISIANA, *Port of New Orleans.*

The undersigned, inspector for underwriters of New Orleans, and general marine and river surveyor for the inspection of vessels, steamers, and cargoes, hereby certify that at the request of Edward Briggs, esq., proctor in the case of the United States *vs.* steamer Sir William Peel and cargo, I have held a survey on the cargo of cotton of said vessel as it now lies in Planters' Press in this city, and on a careful examination I find as follows:

In good shipping order.....	447 bales
In bad order, requiring repairs to bagging, sixteen bales of which will have to be packed and baled anew.....	200 "
Damaged by having been wet, and dried before being shipped	212 "
Loose cotton—dry about.....	5 "

82 The two hundred and twelve bales damaged before being shipped is denominated by appraisers in this city a country damage, and when dry as it is now, the remainder of the cotton in the bale will not deteriorate in value from being in contact with it, and therefore I cannot recommend the sale of the said two hundred and twelve bales of cotton on that account.

Given under my hand and seal this 7th November, 1863.

RICHARD SWAIN, *Marine Surveyor.*

Order allowing further proof.—From minutes of November 20th, 1863.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC., AND CARGO. } 7709.

For the reasons now orally assigned by the court, and which will be reduced to writing hereafter, it is ordered that time be granted to the district attorney and the attorney of the captors, as well as to the claimants' attorney, to procure further evidence in this cause.

83 *Notice to take testimony, filed November 27th, 1863.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL. } No. 7709.

NEW ORLEANS, *November 26th*, 1863.

Edward Briggs, esq., counsel for claimants:

SIR: Please to take notice that testimony will be taken before me at the clerk's office of the United States district court, on Friday, 27th November, 1863, at 11 o'clock a. m., when the witnesses Charles G. Arthur, Haskell Crosby, and others, on behalf of the captors, will be examined.

ALFRED SHAW,
Special Prize Commissioner.

Marshal's return.

Received 26th November, 1863, and on the same day served a copy of the within notice on Edward Briggs, esq., counsel for claimants, in person, in New Orleans.

D. CHRISTIE, *D'y U. S. Marshal.*

84 *Testimony, filed November 27th*, 1863.

Testimony taken before Alfred Shaw, special prize commissioner, in presence of Thos. J. Durant, esq., attorney for captors, and Edward Briggs, esq., proctor for claimants.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

Charles G. Arthur, being duly sworn for libellant, says:

I am acting master of the United steamer Seminole. Reached here on the 25th inst. from Sabine Pass. Was on board the Seminole, and was attached to her the whole time she lay at the Rio Grande. She belonged to the blockading service Her service began on the 5th of September, 1863. Saw a vessel called the Sir William Peel there when we first arrived. She was lying there off the mouth of the Rio Grande. The Sir William Peel apparently remained in the same position up to the time she was captured. I don't know from personal observation what she was doing during that time. One day I perceived that a lighter, loaded with cotton, went to her. Should think this was on Monday the 7th September, 1863. Several lighter
85 loads of cotton came over the bar that morning; thinks one of them went to the Peel, but could not swear to it. If she did not move during the time I was away, say about three days, then she was the whole time in American waters.

I was in Matamoras during the time the Seminole lay in the roadstead of Matamoras. Was in Matamoras but once, and stayed there forty hours. The general opinion in Matamoras was that the Sir William Peel had loaded and discharged a cargo of contraband goods, such as army clothing, blankets, munitions of war, and drugs and medicines.

The general impression and repute in Matamoras was that the cotton she was taking in was to pay for the cargo she had delivered, and that said cotton belonged to the Confederate government.

I took the bearings of the mouth of the river from the Seminole at the time of the capture. The mouth of the river bore west by south. As master

of the ship I had general orders always to take the bearings of the mouth of the river whenever we moved. I would state that on the evening of 5th September, 1863, between the hours of 7 and 11, we could distinguish several lights moving about on the Sir William Peel. Some of them were signal lights set to attract attention from somewhere. A nautical man would at once recognize them as being set to attract attention from somewhere.

A nautical man would recognize them as night signals, or such as
86 would be used for night signals.

It was a matter of general notoriety in Matamoras that the Sir William Peel had discharged her cargo of contraband goods, and had received a cargo of cotton therefor. So far as I heard people speak of the Sir William Peel, it was a matter of general opinion that she intended to fit out as a privateer for the Confederate service.

Cross-examined.

I never was aboard the Sir William Peel during her stay at the Rio Grande. I directed my attention to the middle of the river when I took the bearings of the Seminole. There was the wreck of a steamboat right in the middle of the river or nearly so. It was on the bar. I knew but very few people at Matamoras. Had special conversations with but six or eight persons. I recollect the names of some such persons: Mr. Pierce, the American consul; Mr. Peeler, Mr. Haggart, and Mr. Webster, the consul's clerk. There was also an Irish gentleman named Jerry Galvan; met him socially with Mr. Pierce, the American consul. I had conversations in Matamoras, I think, with some forty or fifty persons. These conversations with the forty or fifty persons were not specially directed to the cargo of the Peel or her proposed conversion into a privateer.

CHARLES G. ARTHUR.

Sworn to and subscribed before me this 27th day of November, 1863.

ALFRED SHAW,
Special Prize Commissioner.

87 *Notice to Capt. M. B. Woolsey.*

U. S. PRIZE COMMISSIONER'S OFFICE,
New Orleans, November 27th, 1863.

Capt. M. B. Woolsey, steamer Princess Royal:

SIR: At the request of Mr. Edward Briggs, proctor for claimants, your presence is desired to-morrow, the 28th inst., at 5 p. m., to attend an examination in regard to the prize steamer Sir William Peel.

Very respectfully,

ALFRED SHAW,
Special Prize Commissioner.

Testimony of Haskell Crosby and Capt. M. B. Woolsey, filed November 28th, 1863.

Examination before Alfred Shaw, special prize commissioner, New Orleans, November 28th, 1863.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC. } No. 7709.

Present: Rufus Waples, district attorney, for libellants; Thos. J. Durant for captors, Edward Briggs for claimants.

Haskell Crosby, sworn on behalf of captors, says: I am an officer in the United States service; my rank is acting ensign of the United States
88 steamer Seminole, and have been on duty on her at the mouth of the Rio Grande. She was on the service of the blockade of the West Gulf. Her service commenced the 2d or 3d of September, 1863. At that date the Sir William Peel was there. As when I first saw her she retained her position the same at all times. [Witness displays a chart, which is hereunto annexed as Exhibit A. This the witness describes to be a chart by the United States coast survey belonging to the U. S. steamer Tennessee, which is the latest survey furnished by the United States government to their public armed vessels.] According to this I can exhibit the position the Sir William Peel occupied. The position of the U. S. steamer Seminole at the time of the capture was W. by S. $\frac{3}{4}$ S. by compass from the mouth of the Rio Grande; at that time the Sir William Peel bore south by compass, distance about twenty-five yards as nigh as the eye can judge. The points occupied by the respective vessels are designated by the vessels' names in lead pencil on the chart above referred to. The point occupied by the Sir William Peel, which she occupied during the whole time we lay there, is in American waters. During that time he saw one or two lighters go alongside her with cotton. There was nothing of cargo going out of her during the time. I was not of the party that boarded her. During the time we lay there I never went to Matamoras. I never left the ship. I was the prize
89 master who came in charge of the Sir William Peel to New Orleans after her capture. I had considerable conversation with the captain of the Sir William Peel during the passage to New Orleans. He said he should not give any testimony in regard to the capture; the two governments (meaning the Mexican and American) should settle it between themselves. We were laying off the mouth of the Rio Grande from about the 5th or 6th until the 12th. The boundary line between Mexican and American waters is indicated by the lowest line drawn, and the words "boundary line," written on the same with lead pencil on the chart.

HASKELL CROSBY.

Commander M. B. Woolsey, sworn on behalf of claimants, says:

I am commander of the United States steamer Princess Royal. I was off the mouth of the Rio Grande a part of the time while the Sir William Peel lay there. It was from the latter part of August till toward's the beginning of September. I took the bearings of the position of the Sir William Peel. I did so on several occasions. The first time I took her bearings, what I assumed as the boundary line passed over her quarter-deck, the ship lying with her head to the southward; the anchor was in Mexican waters; it was bad holding ground, and she was liable to drag to the northward at any time. I took her bearings on several occasions, as, had I found her
90 in American waters, I would have captured her myself. I found she had not dragged, but occupied the same position. A few days after my arrival she got under way during the night and went further to the southward. I had taken her bearings every day. In her new position there was no question about her being in Mexican waters. I suppose whilst occupying her first position she must have had out from forty-five to sixty fathoms of chain; her buoy was well to the southward. I did not take her bearing when she assumed her new position, but continued to watch her with a view to follow her when she went to sea. I judged the distance to be about one mile, but not so far but I could see her hoisting out guns into a steamboat to send them ashore. The boat was one of those stern-wheel boats, like ours here at New Orleans of light draught. These guns were cannon. I was not near enough to see what kind of purchase was

used to hoist them out. I did not see the guns hoisted out myself, but it was reported to me by the officer of the deck, whom I had ordered to watch the Sir William Peel, that the Sir William Peel was hoisting out guns into a steamboat. I remonstrated with the captain of the port, in the name of the United States, against her landing guns. He sent the reply that it was not a gun that I saw, but machinery belonging to some mill or factory in Matamoras. This communication, so far as my memory serves me, was verbal, and I will examine my papers to see if I have any written no-
91 tice of the fact. If so, I will report it to the court.

M. B. WOOLSEY.

Sworn to and subscribed before me this 28th day of November, 1863.

ALFRED SHAW,
Special Prize Commissioner.

Order to pay James Webster, filed December 14th, 1863.

THE UNITED STATES
vs.
THE STEAMER SIR WILLIAM PEEL, HER tackle, &c., and cargo. } No. 7709. In prize.

Ordered that the marshal do pay to James Webster the sum of one hundred and seventy-two dollars and fifty cents, to which he is entitled, for witness fees, as per order of this court of November 14th, 1863, which sum shall be allowed to him at the treasury in his accounts, and that this order be entered on the minutes of the court.

New Orleans, December 14th, 1863.

E. H. DURELL, *Judge.*

Order to pay James Webster.—From minutes of December 15th, 1863.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, TACKLE, &c., and cargo. } No. 7709.

Ordered that the marshal do pay to James Webster the sum of one hundred and seventy-two dollars and fifty cents, to which he is entitled, for witness fees, as per order of this court of November 14th, 1863, which sum shall be allowed to him at the treasury in his accounts, and that this order be entered upon the minutes of this court.

Bill for piloting, filed December 19th, 1863.

NEW ORLEANS, *September 28th*, 1863.

U. S. prize steamship Sir William Peel, Dr.

To G. William, pilotage from SW. Pass bar to quarantine.....	$40 00
Detention at quarantine, nine days, $5 per day.....	45 00
From quarantine to New Orleans.....	40 00
	125 00

This bill is cancelled, having received payment from Admiral Farragut.

GEO. BENSON, *Agent.*

January 28th, 1864.

93 *Order to make correction in minutes, filed December 31st, 1863.*

Whereupon, the attorneys for libellants and captors moved for leave to procure further evidence; and, after hearing argument in opposition to the order for further proof on behalf of captors, the court took said motion under advisement and ordered the cause to be continued.

The clerk will correct the minutes as above.

E. H. D., *Judge.*

Commission for claimants issued December 31st, 1863.
Commission for libellants issued January 3d, 1864.

Order to deliver quadrant, filed January 4th, 1864.

United States district court.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, &c., AND CARGO. } In prize.

94 The petition of Rufus Waples, United States attorney, respectfully represents that the mate of the said captured steamer claims the quadrant and some maps on board as his private property.

Whereupon, petitioner prays for the release of said property and delivery to the mate.

RUFUS WAPES, *U. S. Attorney.*

In chambers.

Ordered that the quadrant and charts belonging to the mate, as above set forth, be released from seizure and delivered to him.

Dec. 31, 1863.

E. H. DURELL, *Judge.*

Marshal's return.

Received 4th January, 1864, and, in pursuance to the within order, returned to Charles Pycraft, chief mate of the steamer Sir William Peel one quadrant and one case of charts, this day.

January 8th, 1864.

JOHN M. WYMAN, *Deputy U. S. Marshal.*

95 *Notices to take testimony, filed January 5th, 1864.*

United States district court for the eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

To Thomas J. Durant, esq.:

You are hereby notified that testimony will be taken in the above cause on Wednesday, the 6th inst., at 5 p. m., at the clerk's office, United States district court.

New Orleans, January 5th, 1864.

[SEAL.] K. LOEW, *D'y Clk.*

Marshal's return.

Received January 5th, 1864, and served personally on Thomas J. Durant, esq., at his office, same day.

JOS. S. BADGER, *Dep'y U. S. Marshal.*

96 District court of the United States for the eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

To Edward Briggs, esq.:

You are hereby notified that testimony will be taken in the above cause on Wednesday, the 6th inst., at 5 p. m., at the clerk's office United States district court.

New Orleans, Jan. 5th, 1864.

[SEAL.] K. LOEW, *D'y Cl'k.*

Marshal's return.

Received 5th January, 1864, and served personally same day on Edward Briggs, esq., at his house, corner of Third and Coliseum streets.

JOS. S. BADGER, *D'y U. S. Marshal.*

79 *Testimony of T. C. Haggart, filed January 6th, 1864.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

Testimony taken before Robert Ritchie, prize commissioner, January 6th, 1864.

Present: District attorney, Thomas J. Durant, Edward Briggs.

Thomas C. Haggart, produced and sworn for libellants, says: I am acquainted in Matamoras and vicinity; have lived there for these twelve months past and a little over. I am acquainted with the general reputation of business houses in Matamoras. The principal houses there are Hale & Co., Milmo & Co., Gilken, Etoria & Co., Santiago, Etoria & Co., J. Woodhouse, B. Garcia. These are the principal business houses there, and since the commencement of the war, these houses have been principally engaged in the Texas trade. I can describe the principal character of their trade as receiving cargoes of goods from Europe for the United States, dry goods,
provisions, arms, and munitions of war, and disposing of such car-
98 goes to the military authorities of the so-called Confederacy in or about Brownsville, Texas. In return for these cargoes, these houses purchase principally cotton from Texas. These houses have branches at Brownsville, Texas; all of those I have mentioned. Brownsville was in possession of the rebels at the time I speak of. From a certain day prior to my departure, and up to the time of my departure, this cotton was the property of the Confederacy; the day of which I speak was about four months prior to September, 1863.

In speaking of the cotton belonging to the Confederacy, I mean that the right of property over the cotton belonged to it, as all the cotton had been seized by it. I think the Sir William Peel arrived about three months prior to the 18th September, 1863.

It was generally known in Matamoras that the Peel was at the mouth of the Rio Grande. The public notoriety about the Sir William Peel was as to her size; second, as to the cargo she had; and third, as to the disposition to be made of that vessel after leaving the port of Matamoras. Her size was unusual for a vessel in those waters; her cargo comprising arms and munitions of war. It was the general rumor that she was to receive her cargo of cotton, go to Havana and Nassau, and there discharge her cargo and then become a privateer. I very often met with Texan and rebel offi-

cers. I remember two with whom I had conversations with regard to the Peel. The adjutant, Dr. Riley, at the time of the seizure of cotton by the
99 Confederacy, told me, when I enquired of him the cause of this impressment of cotton, that the order originated from General Kirby Smith, in command of the trans-Mississippi department; that certain vessels had arrived from England belonging to parties with whom he had contracts, and they found it necessary to impress cotton if they were to receive these cargoes; accordingly the cotton, or at least twenty per cent. of it, in the vicinity of Brownsville, was impressed, in order that they could receive these cargoes. The Sir William Peel was spoken of in connection with these cargoes in a conversation with James K. Spear, quartermaster's clerk in Brownsville, in reference to the amount of arms the people of Western Texas had. He stated that they received all the arms they desired from vessels at the mouth of the Rio Grande, and that for a week previous he had been engaged in crossing arms for the quartermaster. I inquired of him where he had the arms from, whether from the Mexican shore or direct from the Gulf. He answered he got them in both ways, direct from vessels and from the other side—the Mexican shore. At the same time he stated that a particular friend of his was interested in the Sir William Peel, and that he had been receiving goods from the Sir William Peel. I have seen the Sir William Peel lying in the roadstead of the Rio Grande; I believe she was in blockaded waters the day I saw her; she was bearing north of east from the mouth of the Rio Grande the day I saw her.

100 Counsel for claimant reserves all legal objections to deponent's evidence.

Cross-examined.

I have been examined before by the prize commissioners some days after the Sir William Peel's arrival here. I saw the Sir William Peel between the first and third days of September, 1863.

Re-examined.

Hale & Co., Milmo, and Gilkin were acting as agents of the Confederate government.

Re-cross-examined.

I knew this fact from the fact that these houses were shipping cotton to the Sir William Peel.

Re-examined.

And also from the interest they exhibited at the time of the seizure. They had published advertisements to that effect.

Re-cross-examined.

I saw these advertisements published, and if I am not mistaken they were handbills. I am certain that I have seen them and read them.

THOMAS C. HAGGART.

Sworn to and subscribed before me this 6th January, 1864.

ROBERT RITCHIE, *Prize Commissioner.*

101 James Foley, sworn for libellants, says: I belonged to the Sir William Peel; was able seaman. When the Sir William Peel came to the mouth of the Rio Grande she was loaded with a general cargo. She

had no other guns than two on ship's deck. Don't know what was in the boxes she had. I helped to unload her. I don't think we had tarpaulins on the side of the ship next to the Princess Royal when she was unloading, but we had canvas over the ship to protect the men from the sun.

JAMES FOLEY.

Sworn to and subscribed before me this 6th January, 1864.

ROBERT RITCHIE, *Prize Commissioner.*

Examination before prize commissioners, filed January 7th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC., AND CARGO. } No. 7709.

James Garety, sworn for libellants, says: I live in New York, and have lived in Matamoras, Brownsville, and neighborhood. Lived there in
102 1863, from March till August. I was engaged in a mercantile house in Matamoras—the house of Milmo & Co. I received and crossed their cotton from the Texas side to Matamoras. I crossed about 1,500 bales over. I crossed cotton, Confederate cotton, over, that was to go on the Sir William Peel, but I cannot swear that it went on board of her. I should judge that I crossed over between five hundred and six hundred bales for the Sir William Peel, but I don't know that it went on her or not. Some of this' cotton was marked "H" in a diamond, "M. & Co.;" some of it "G. B. C.;' some of it "C. S.;" some of it, about one hundred bales, had no mark on them. Some I crossed over was marked "E D P." I crossed a great deal of Milmo & Co. cotton, marked "M. C." I marked this latter myself. I crossed some over for the Peel marked "E. M. & V." Some of it I crossed over was marked "H." in a diamond alone. Crossed over 49 bales marked "V." in a diamond. Crossed over Confederate cotton marked "J. R.;" some marked "J. H.;" some marked "W. E. C." Crossed cotton marked "S. & C." Milmo & Co.'s cotton, which they received from Monterey, was marked "P. M." in a diamond—Patrick Milmo. Crossed some over marked "C." in a diamond. Crossed over sixty-nine bales, received by Milmo & Co. from Col. M. T. Johnson, a Confederate States officer. I correct my statement as to the one hundred bales having no mark. I find from my book they were marked "S. L.;" crossed over some cotton marked "S. L." This cotton was received from Peter Gallagher, a Confederate States agent in Brownsville. This cotton had been turned over by the agent to Milmo & Co., for
103 account of the Confederate government. On July 22d, I passed over fifty-two bales Confederate cotton; on July 23d, one hundred bales same cotton. The new mark now employed by the Confederate government is "H." in a diamond, "M. A. L." The H stands for Mr. Hart, a Confederate quartermaster, and of the other initials, the M. is for Milmo & Co., and the A. L I don't know. The former mark of the Confederate government was "H." in a diamond, and "M. & Co." In speaking of Confederate cotton, I mean cotton sent to Milmo & Co., of which house I was clerk—shipping clerk. The mark "C. S." stood for Confederate States. I marked it so myself. Mark "M. C." stood for Milmo & Co. "H." alone, in a diamond, meant Major Hart. "J. R." represented a man in the country who had shipped cotton from the interior. "W. E. C." stood for W. E. Crump, a shipper from the interior. The cotton I have described as being shipped over by me for Milmo & Co., for the Peel, was crossed over by me in July last. Milmo & Co. hurried me up to send this cotton over, as they were anxious to ship it on the Sir William Peel, which vessel was then lying at the mouth of the Rio Grande. I have amongst my papers, which are now at New York,

written instructions from Milmo & Co., hurrying me up, and stating they wanted it for the Peel. We even worked at nights, and I have paid extra labor to the men that were engaged in crossing this cotton. The permits given me to cross this cotton stated, Cross this cotton as property of
104 the Confederate States government. I have amongst my papers one of such permits, which stated, "Cross this cotton as cotton of the Confederate States government." These permits were signed by Col. Latham and Gen. Bee. Latham is a colonel of the Confederate States army, and was at that time Confederate collector at Brownsville. General Bee was the Confederate commander at the post. Some of these permits were handed me by the clerk of the collector, and some by Mr. Gilkin, of Milmo & Co. Some of this Confederate cotton I sampled myself, on the other side of the river—I mean on the Texas side. I received cotton from Mr. Jones, a Confederate agent there, for account of Milmo & Co., and had to give Jones the receipt of Milmo & Co. for the same. The cotton so shipped I entered in my memorandum book, which I now hold in my hands. I gave to Mr. Pierce, the American consul, a list of all the cotton I crossed over, that he might have collected from Milmo & Co. my bill of charges. I gave him that list in August last. I had then left the employment of Milmo & Co. and was going home. In stating that I don't know that the cotton went on the Peel, I mean that I did not see it go there myself. I was not at the mouth of the river. I was at Brownsville. I never saw any of the cotton shipped and put on board any vessel. I was fully confident at the time that this cotton was shipped for the Peel, and had no doubt of it whatever.

105 Reserving all exceptions, counsel for claimants now cross-interrogates the witness.

Cross-examined.

I was in Milmo & Co.'s employ for five months or thereabouts. I knew that a general order was issued by the Confederate government taking 20 per cent. of the cotton there. Some of this cotton, I have mentioned, was impressed cotton. Can't say how much of it was impressed, but about one hundred bales of it was impressed cotton. Lots of cotton, Confederate cotton, came on trains from the interior, but I had no knowledge of where it came from. I crossed over only about one hundred bales impressed cotton.

JAMES GARETY.

Sworn to and subscribed before me this 7th January, 1864.

ROBERT RITCHIE. *Prize Commissioner.*

Bill of James Garety, filed January 14th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC. } In prize.

NEW ORLEANS, *January 11th*, 1864.

Libellants to James Garety, Dr.

106	To transportation from Boca del Rio to Matamoras.....	$7 50
	To transportation and subsistence from Matamoras to New Orleans.....	60 00
	To ten days' detention at New Orleans.....	15 00
	To transportation and subsistence from New Orleans to Matamoras.	60 00
		142 50

James Garety, duly sworn, says that the above account is a correct statement of money laid out by him to enable him to attend as a witness in the case of the United States *vs* steamer Sir William Peel, and that his testimony has been taken by consent of all parties concerned.

JAMES GARETY.

Sworn to and subscribed before me this 11th January, 1864.

K. LOEW, *D'y Clk.*

Approved. RUFUS WAPLES, *U. S. Attorney.*

Order allowing Garety's bill.—From minutes of January 14.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

107 On motion of the district attorney, it is ordered that the bill of expenses of James Garety, a witness, amounting to $142 50, be allowed.

Testimony, filed January 14*th*, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC. } No. 7709.

Examination of James Garety, in presence of Messrs. R. Waples, district attorney; Thos. J. Durant, for captors; Edward Briggs, esq., for claimants.

James Garety, sworn for libellants, says: I have already been examined in this case a few days ago. Since that time I have examined a lot of cotton in the Planters' Press of this city. The greatest part of the cotton I examined in that press, marked H, (A,) in a diamond, M A. L., was, to the best of my belief, of my own marking. In the lot of cotton I found one bale that I can solemnly swear to as being a bale belonging to a lot of four which was originally marked S. S. E., which had been turned over to me by the agent of the Confederate States government in Brownsville, Texas, in the month of July, 1863, to the best of my belief. I weighed these four bales, and re-marked them H., (A,) in a diamond, M. A. L. These
108 four bales were cotton that had been impressed by the Confederate States. These four bales had been turned over to me to pass them across the Rio Grande as Confederate States property, and I did so pass them across. I was then acting as clerk of the house of Milmo & Co. There are a great many bales of cotton in the Planters' Press, I should judge one hundred and fifty, marked H., in a diamond, M. A. L.

Being asked the meaning of H, in a diamond, says it means Quartermaster Hart, in the Confederate service in Texas at that time. The letter M. stood for the house of Milmo & Co.; the A. and L. I never knew; it is a new mark under which they had commenced to ship their cotton. The change took place about the first of July. The former mark was C. S. I have seen several bales at the Planters' Press which I believe to have been marked by myself. I marked the bales H, in a diamond, M. A. L., under the supposition that they were intended for the Sir William Peel, which supposition is derived from the statement of Mr. Gilkin, partner of Milmo & Co., who told me to use all despatch and save no expense to cross them over the river. The Peel was consigned to Milmo & Co. Gilkin told me to use all despatch in crossing the cotton over the river, as he wanted it for the Sir

William Peel. I shipped the cotton even during nights and on Sundays.

In referring to my memoranda book, which is the original memoranda
109 book of the cotton and weights above referred to, he pointed out four bales marked S. S. E., and says one of them, weighing 518 pounds, is the same he saw in the Planters' Press, and has the same weight marked on it now.

I recollect a house named Atrel & Lacoste, but I do not know them. From my memoranda book I see it is a house in Freeport, near Brownsville, Texas.

Reserving all legal exceptions, Mr. Briggs cross-interrogates the witness.

I remained about a month in Texas after these transactions. I had been in Milmo & Co.'s employ some six months. During the time I was clerk of Milmo & Co. this house was in the habit of receiving cotton. When we first adopted this new mark, H, in a diamand, M. A. L., General Bee had issued an order to impress 20 per cent. of all cotton sent for export in Brownsville. All the cotton in Brownsville was taxed 20 per cent. I mean to say that General Bee issued an order in the month of July to take or impress one bale out of five in Brownsville of all the cotton in Brownsville. In speaking of impressed cotton I mean one bale out of five. I passed over about one hundred bales of impressed cotton. The amount of cotton passed over to the house of Milmo & Co. was much larger the last two months that

I was in their employment, because they were in daily fear of an ex-
110 pedition from New Orleans. Milmo & Co. received a good deal of government cotton, Confederate cotton, bought in Texas by the Confederate States agent.

JAMES GARETY.

Sworn to and subscribed before me this 14th day of January, 1864.

K. LOEW, *D'y Cl'k.*

Order to pay James Garety, filed January 16th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL. } No. 7709.

Ordered that the marshal do pay to James Garety the sum of $142 50, to which he is entitled, for witness fees, as per order of this court of January 14th, 1864, which sum shall be allowed to him at the treasury in his accounts, and that this order be entered upon the minutes of the court.

E. H. DURELL, *Judge.*

January 16th, 1864.

From minutes of January 16th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC. } No. 7709.

111 Ordered that the marshal do pay to James Garety the sum of $142 50, to which he is entitled, for witness fees, as per order of this court of January 14th, 1864, which sum shall be allowed him at the treasury in his accounts, and that this order be entered on the minutes of the court.

Notice to take testimony, issued January 19th, 1864.

United States district court for the eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

To Thomas J. Durant, Esq.:

Please to take notice that further evidence will be taken in this case at the clerk's office on to-morrow, the 20th inst., at 2 o'clock p. m., which is the time agreed upon by Mr. Waples and Mr. Briggs.

[SEAL] K. LOEW, *D'y Cl'k.*

New Orleans, January 19th, 1864.

Marshal's return.

Received January 19th, 1864, at 3 o'clock, and served on the 20th, personally, on Thos. J. Durant, esq., at his office.

JOS. J. BADGER, *D'y U. S. Marshal.*

112 *Testimony, fi'ed January 20th,* 1864.

Examination of Charles Hargett in presence of district attorney and Edward Briggs, esq., January 20th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO, a prize. } 7709.

Charles Hargett, being produced and sworn, says: I am a master mariner, in command of the screw steamer Labuan. I was at Matamoras in the summer of 1863. Arrived there 5th August, and left 30th September last. The Sir William Peel was at the mouth of the Rio Grande whilst I was there. Have been on board of her for the first time on the 11th August. Been aboard afterwards three or four times. The north point of the Rio Grande bore from the Labuan west by north half north. The Sir William Peel was lying about a half a mile from the Labuan, to the south. I was at anchor off the Rio Grande when the Sir William Peel was captured; she was captured by the Seminole. I was on board the Sir William Peel the day she was captured. The first day I went on board of the
113 Sir William Peel I went forward as far as the binnacle, and remarked to the mate she bore west-northwest of the mouth of the Rio Grande. This was compass bearing; the variation is 9° 1′ east, which would make her bearing northwest by west one quarter west. This was on the 11th; and on the day she was captured she lay in the same position I saw her first. From the day of my arrival up to the day the Sir William Peel left the Rio Grande she never changed her position, lying always south of my vessel, which was then bearing west by north half north. My vessel lay in seven fathoms water. I don't believe the Sir William Peel lay in so many feet of water; she was further to the south.

Cross-examined.

I owe allegiance to England. The Labuan is an English ship. I took compass bearing the first time I went on the Sir William Peel. I did not take any compass bearings the other times, because she had never moved.

I was on her the first time on the 11th of August, and took then the bearings. I looked into the binnacle and took the bearings, because my own vessel being well to the southward, and finding the Sir William Peel was still more to the southward than my vessel, to satisfy my curiosity I took the bearings, and without any thought or object at the time. I cannot be mistaken as to the way the compass bore at the time. I was on board other vessels there. I took the bearings of the Edw. Hawkins, and saw
114 how she bore. I did not take the bearings of any of the other vessels, because I did not think of it. I may have taken the bearings of other vessels which I may have forgotten. I can swear to the bearings of the Sir William Peel, the Labuan, and the Edw. Hawkins. The Edward Hawkins belonged to the same charterers as the Labuan. I made no memoranda of the bearings of the three vessels I have named above; I speak from memory with regard to the bearings of the Sir William Peel and Edward Hawkins. All these three vessels were engaged in the cotton trade. I have been engaged in the Baltic trade; have brought wheat from Cronstadt to London. This wheat was raised in Russia. The Sir William Peel had cotton on board when she was captured, and so had the Labuan. I cannot tell where this cotton had been raised, as I don't know. The wheat I brought from Cronstadt had been raised in Russia; this I know because it was so stated in the bills of lading. It was styled Russian red wheat; and the bills of lading for the cotton did not state where it had been raised. It is generally believed in Matamoras that cotton found in Matamoras is for the most part grown in Texas. The width of the Rio Grande from the north point to the south point might be, as near as I can judge, a cable's length—120 fathoms.

CHARLES HARGETT, *Master steamer Labuan.*

115 Sworn to and subscribed before me this 10th January, 1864.

ROBERT RITCHIE, *Prize Commissioner.*

Order allowing withdrawal of bill of Navy Department filed Nov. 27th, 1863, filed January 27th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC., AND CARGO. } 7709.—In chambers.

Leave is granted to Commodore Bell to withdraw the bill for repairs for $5,782 45, filed on the 27th November, 1863, for the purpose of making necessary corrections.

New Orleans, January 27th, 1864.

E. H. DURELL, *Judge.*

116 *Bill of repairs of the U. S. Navy Department, filed January 27th, 1864, and substituted for bill filed November 27th, 1863.*

NEW ORLEANS, *January 24th*, 1863.

British steamship Sir William Peel, seized by the U. S. steamship Seminole, to U. S. Navy Department, Dr.

To repairs for propeller, engines, boilers, and their dependencies, as per bill annexed:

14 ½-inch bolts, six sq. nuts, at 60c	$8 40
9 copper hook bolts, chased in lathe, at $4	36 00

6 copper bolts and nuts, at 3 50		$21 00
12 ⅞-inch brass tap bolts, with sloated heads, at 2 00		24 00
1 large box wrench		15 00
8 long chisels, at 3 00		24 00
4 steel packing hooks, at 3 50		14 00
3 caulking irons, to order, at 5 00		15 00
1 long chisel		5 00
4 14-inch files, at 2 25		9 00
Dressing 19 chisels, at 25c		4 75
1 piece forge wro't iron		3 00
24 sheets emery paper, at 5c		1 20
1 brass ring for propeller shaft, 52 lbs., at 60c		31 20
1 pattern for same		6 00
117 Boring and turning same		15 00
1 piece of copper for rivets		5 00
2 steel caulking chisels, at 2 50		5 00
6 brass set-screws, threads chased, at 2 00		12 00
2 cast-iron hand-hole plates, at 4 00		8 00
6 wrought studs, nuts on each end, at 3 00		18 00
100 tube ferrules, at 2 00		200 00
Patterns for hand-hole plates		1 50
Drilling holes in plates		1 00
1 branch yee brass pipe, 66 lbs., at 60c		39 60
1 pattern and case box for same		20 00
12 cast-iron tube plugs, at 1 00		12 00
4 patterns for same		3 00
185 fire bricks, first quality, at 10c		18 50
66 screw bolts, at 30c		19 80
334 lbs. boiler iron, at 25c		83 50
20 lbs. cement, at 50c		10 00
24 washers		75
128 pounds rivets, at 25c		32 00
178 pounds boiler iron, at 25c		44 50
42 iron bolts, at 30c		12 60
4 iron bolts, at 15c		60
144 pounds rivets, at 25c		36 00
1 iron bolt and 2 nuts		3 00
68 pounds socket-iron bolts, at 25c		17 00
4 pounds boiler cement, at 50c		2 00
3 ⅞-inch long bolts, 6 sq. nuts, and 1 socket bolt		7 40
118 4 socket screw bolts		4 00
4 boiler washers		40
23 pounds boiler iron, at 25c		5 75
14 pounds sheet iron, at 25c		3 50
10 ⅜-inch cross 13 4-inch long bolts, at 30c		3 00
4 pounds 3-16-inch boiler iron, at 25c		1 00
6 ⅜-inch iron bolts, at 15c		90
36 ⅜-inch iron washers, at 3c		1 08
6 lamps, at 50c		3 00
6½ pounds sheets rubber packing, at 2 00		13 00
2 pounds sheet copper, at 1 00		2 00
11 pounds fine soft solder, at 75c		8 25
4½ feet 2-inch iron pipe, at 1 50		6 75
1 2-inch iron elbow		2 00
2 2-inch iron flanges, at 2 00		4 00

9 half-inch iron bolts and nuts, at 25c	$2 25
3 feet 2 inch iron pipe, at 1 50	4 50
2 feet 2-inch iron elbow, at 2 00	4 00
1 two-inch iron coupling	2 00
2 two-inch iron nippling, at 2 00	4 00
1 two-inch iron flange	2 00
5 joints on pipe and cutting threads, at 75c	3 75
76 pounds copper pipe, at 1 00	76 00
4 brazed joints in old pipe, at 4 00	16 00
8 pounds brass flanges, finished, at 75c	6 00
Mechanical labor and transportation	4,758 00
	5,752 43

119 I certify the above bill to be correct, both as to material and labor.

WM. H. SHOCK, *Fleet Engineer, W. G. B. S.*

I certify that I have received the amount of the above bill, viz: five thousand seven and eighty-two dollars and forty-three cents, from the United States Navy Department.

WM. GOLDEN.

Approved. H. H. BELL, *Commodore.*

FLAG-SHIP PENSACOLA, WESTERN GULF BLOCKADING SQUADRON,
Engineer's Department, off New Orleans, Nov. 24th, 1863.

SIR: In obedience to your instructions to examine into the condition of the English prize steamer Sir William Peel, I have to state that she was brought into this port in a sinking condition, requiring the steam pumps to be kept going day and night until a dock was put under her stern; and upon examination it was discovered that the propeller had been lowered, while the shaft clutch to receive it was in a wrong position, requiring the propeller to be forced to its place. This resulted disastrously to the dead wood and shaft casing or bearing by throwing it out of line as soon as the engines were put in motion, and in other respects damaging that part of the ship,
120 which resulted in the leak referred to. It was also discovered that all the furnaces in one boiler and one hundred and fifty tubes in another had been seriously injured by our engineers in charge allowing the water to get too low. It was also discovered that some of the pipes had been broken and the joints of others blown out—results arising from the inexperience and a want of knowledge on the part of our engineers of the various cocks and valves about the machinery, (the English engineers belonging to the ship declining to give any information.)

In obedience to and in carrying out your order to make good the damages, William Golding, esq., engineer and machinist, was employed, and at an expense of $5,782 45 (bill for which amount I have examined and found correct) the damages were made good.

I enclose herewith Mr. Winter's letter of the 21st November; reports all satisfactory after a trial of engines and boilers.

I am, very respectfully,

WM. H. SHOCK, *Fleet Engineer, W. G. B. S.*

Commodore H. H. BELL,
Commanding W. G. B. S., Flag-ship Pensacola, New Orleans.

Approved. H. H. BELL, *Commodore.*

121 *Bill of A. P. Faurie, filed February 6th, 1864.*

In the matter of the steamer Sir William Peel and cargo.

To Alex. P. Faurie, Dr.

For copying records and sundry writing from time to time, under direction of prize commissioners..... $60 00

Received the above amount.

A. P. FAURIE.

Bill of Keelar & Heartt, for survey, filed February 6th, 1864

NEW ORLEANS, *October 7th*, 1863.

In the matter of the steamer Sir William Peel and cargo, a prize.

To T. Keelar & H. G. Heartt, Dr.

For special survey of arms, ammunition, etc., as ordered in requisition annexed by prize commissioners. Special survey, each, $50..... $100 00
For labor bill, removing ballast, coal, dunnage, and cutting ceilings, (false decks, etc.)..... 17 50

117 50

Received payment.

122 [Copy.]

NEW ORLEANS, *October 5th*, 1863.

To H. G. Heartt and T. Keelar, esq's:

GENTS: You will please repair on board of the prize steamer Sir William Peel and make a survey of such articles as are known to be contraband of war; such as artillery, muskets, powder, blue lights, sky-rockets, fixed ammunition, shell, and solid shot, and any other articles that you may see, known to be contraband of war, and report the same at your earliest convenience to this commission.

Respectfully,
T. B. THORPE, *Special Prize Commissioner.*

A true copy from the original on file in this office.
Attest: H. G. HEARTT, *U. S. Prize Commissioner.*

Return to commission filed February 12th, 1864, addressed to the clerk of the district court of the United States for the eastern district of Louisiana.

123 *Order to open commission.—From minutes of February 19th, 1864.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC., AND CARGO. } No. 7709.

On motion of Edward Briggs, esq., ordered that the sealed package containing the return to the commission issued herein be opened.

Notice to take testimony, issued March 2d, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

To Rufus Waples, esq.:

You are hereby notified that testimony will be taken in the above cause on Thursday, 3d inst., at half past 2 o'clock p. m.

New Orleans, March 2d, 1864.

[SEAL.] K. LOEW, *D'y Clerk.*

124 *Marshal's return.*

Received 3d March, 1864, and on the same day served copy of the within notice on Rufus Waples, esq., personally.

M. EGAN, *D'y U. S. Marshal.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO, A PRIZE. } No. 7709.

Wm. H. Hunt, esq.:

You are hereby notified that testimony will be taken in the above cause on Thursday, 3d inst., at half past 2 o'clock p. m.

New Orleans, March 2d, 1864.

[SEAL.] K. LOEW, *D'y Clerk.*

Marshal's return.

Received 3d March, 1864, and on the same day served copy of the within notice on Wm. H. Hunt, esq., personally.

M. EGAN, *D'y U. S. Marshal.*

125 UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC. } No. 7709.

To Thomas J. Durant, esq.:

You are hereby notified that testimony will be taken in the above cause on Thursday, 3d inst., at half past 2 o'clock p. m., at the clerk's office of United States district court.

New Orleans, March 2d, 1864.

[SEAL.] K. LOEW, *D'y Clerk.*

Marshal's return.

Received 3d March, 1864, and on the same day served copy of the within notice at the office of Thomas J. Durant, esq.

M. EGAN, *D'y U. S. Marshal.*

Affidavit of Charles G. Arthur, filed March 5th, 1864.

District court of the United States for the eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC. } No. 7709.

Charles G. Arthur, being duly sworn, says that William S. Cunningham,

of Eaton, Ohio, is an important witness for the United States and the
126 captors in the above-entitled cause; that he will prove that the said steamer delivered fire-arms to rebels in Texas; that he saw and handled them, and that this was at the time the said vessel was lying in the roadstead of the Rio Grande, during the trip on which she was seized herein. He further says that due diligence has been made to procure testimony, and that this affidavit is not made for the mere purpose of delay, but for the purpose of producing the facts of the case to the court. All of which I swear to the best of my knowledge and belief.

CHARLES G. ARTHUR,
U. S. N., Acting Master U. S. Steamer Seminole.

Sworn to and subscribed before me this 5th March, 1864.

K. LOEW, *D'y Clerk.*

Hearing and continuance on motion to fix cause for trial.—From minutes of March 5th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

Edward Briggs, esq., proctor for claimants, having moved the
127 court to assign an early day of next week for the trial of this cause, the district attorney resisted the motion, for reasons now stated, and supported by the affidavit of Charles G Arthur, this day filed.

The court thereupon ordered that the motion lay over till Monday, 7th inst., at 10 o'clock a. m.

Hearing and fixing cause for 10*th inst.—From minutes of March* 7*th,* 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

The hearing of the motion to fix the cause for trial was this day resumed in pursuance of the order of the 6th inst. Edward Briggs and Wm. Marvin, esq's, for claimants and motioners. Rufus Waples, esq., district attorney, on behalf of the United States.

When after hearing argument of counsel, and the testimony of Charles G. Arthur, sworn and examined in regard to the facts set forth in his affidavit, it is ordered by the court that the cause be assigned for hearing on Thursday next, 10th inst., at 10 o'clock a. m., and that all parties interested be notified thereof.

128 It is further ordered that the libellants and captors have leave to issue a commission to obtain the testimony of Wm. S. Cunningham, the witness named in the affidavit, which shall be duly considered by the court if filed previous to the final adjudication of this cause.

Interrogatories, filed March 7*th,* 1864.

Interrogatories to be propounded to William S. Cunningham, of Eaton, Ohio, a witness on the part of the United States and the captors in interest, in the case of the United States *vs.* the steamer Sir William Peel, tackle, cargo, etc., in the United States district court in and for the eastern district of Louisiana, in prize, under an order for further proof.

First. Where do you reside? Of what country are you a citizen? What is your age and occupation?

Second. Have you ever seen the Sir William Peel; and where?

Third. If, in answer to the second interrogatory, you have stated that you have seen the Sir William Peel at or near the mouth of the Rio Grande River, what time, or about what time, did you see her there? Did you see any of her cargo? Did you see it upon the ship, or at some other place? At what place? Was it on the Texas or Mexican side of the Rio Grande? State the locality as nearly as possible.

129 Fourth. If you have stated that you have seen any part of the cargo of the Sir William Peel, was it the cargo brought by the Peel to the place where you saw it, or the cargo taken from that place for her return voyage; that is, was it the inward or outward bound cargo? How was it put up or packed? If, in answer, you have stated that it was in boxes, how many, or about how many, did you see? How large were the boxes? How long? How wide? and how high? Were they all alike? Describe the boxes. If in your description you have stated that they were marked, what were the marks?

Fifth. What did these boxes contain? Make a full statement of all that you know in this respect. If you have stated that they contained fire-arms, or any other implements or materials of war, describe those materials and implements. When did you see them? Was any other person present? If so, who were present? If, in answer, you have stated that any officers of the Sir William Peel were present, state fully any conversations which you may have heard between the officers of the Sir William Peel, among themselves or with others.

Sixth. If, in answer to the above, you have stated that there were persons present, were there any rebels or Confederates, so called, present? Was there any agent of the so-called Confederate government present? State fully all you know relative to the cargo of the said vessel, the place
130 of its manufacture, and the object to which it was adapted. State whether you observed the name of the maker upon the articles of the cargo, and what name and what articles. State, if you know, what became of these articles. Under whose control were they when you saw them? To whom had they been delivered?

Seventh. State fully all that you may know beneficial to the United States and the captors in this case, as fully as if particularly questioned on each fact within your knowledge.

RUFUS WAPLES, *U. S Dist. Attorney.*
THOMAS J. DURANT, *for Captors.*
WILLIAM H. HUNT, *of Counsel.*

Reserving all exceptions, I decline crossing the interrogatories.
EDWARD BRIGGS, *for Claimants.*

131 *Notice of trial, issued March 7th, 1864.*

United States district court for the eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WM. PEEL. } No. 7709.

To Thomas J. Durant and William H. Hunt, esq'rs:

You are hereby notified that the above cause has been fixed for trial on Thursday, 10th inst., at 10 a. m.

By order of court.

New Orleans, March 7th, 1864.

[SEAL.] K. LOEW, *D'y Cl'k.*

Return.

Received March 8th, 1864, and served personally on the above-named parties same day.

D. CHRISTIE, *D'y U. S. Marshal.*

132 *Testimony of James Webster, filed March 10th, 1864.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } In prize.

Testimony of James Webster, taken by consent, to be used in the trial of this case as "further proof," if the court should order further proof on the part of the captors or of the United States; the same being taken subject to all legal objections, except objections as to the time, manner, and form, which are hereby expressly waived.

I reside in Matamoros, Mexico. I am clerk to the consul of the United States at Matamoros. I have been clerk to him six months past. In the United States consular office the consul certifies to all the invoices or manifests of vessels clearing from that port to any other port. It is the custom of the office. A vessel shipping goods from Matamoros to Liverpool or any other port, whether a neutral vessel or not, always obtains a certificate from the American consul, and is always desirous of obtaining such certificate for the purpose of protection. It would be very suspicious for a vessel to leave Matamoros for another port without this consular certificate, whether the vessel be British or any other vessel. The steamer Sir William Peel
133 was at Matamoros some time in June. She left Matamoros when she was captured by United States vessels and brought to the port of New Orleans. The certificate is generally applied for when the merchandise has been sent to the mouth of the Rio Grande for shipment. There was no certificate applied for in the case of the cotton shipped on board the Sir William Peel. It is thirty-six miles from Matamoros to the mouth of the Rio Grande. Cotton is conveyed from Matamoros to the Rio Grande by sloops down the river, and by carts hauling. A boat drawing three and a half or four feet cannot go up to Matamoros. Cotton is brought from the cotton-growing portions of Texas to the Rio Grande, and crossed at Freeport Ferry, principally, and at Brownsville, crossing to Matamoros. Cotton is so brought by agents of the so-called Confederate government. The so-called Confederate government seized all the cotton on the Texas side of the Rio Grande River twice to my knowledge. The Confederate government controls the cotton in Texas; but cannot say that they claim to own the whole of it. Merchants at Matamoros purchase cotton from the agents of the so-called Confederate government principally. I know the house of Milmo & Co., at Matamoros. Most of the merchandise that comes to Matamoros consigned to the house of Milmo & Co. is sold into Texas. They have
134 the reputation of being agents of the so-called Confederate government, and of receiving cargoes and shipping them to Texas in barter for cotton. This is the general reputation of the house in Matamoros. I saw the Sir William Peel while she was loading; she was at the mouth of the Rio Grande. Knows the division line between Mexican and American waters as laid down by Ruiz, the governor of the State of Tamaulipas. I was on the Princess Royal. When I saw the Sir William Peel loading, to the best of my judgment, she was on the division line. Most assuredly, when first the Sir William Peel came there she anchored in American waters. On the arrival of the Princess Royal she weighed anchor, and moved

further onward toward the Mexican coast. At the time I saw her loading she had again moved further north, and it was then I judged she was on the line. I saw the Sir William Peel when she was discharging the cargo brought to Matamoros. She was discharging it into one of the river steamboats; some portions consisted of harness, iron axles, medical stores, and bales of blankets. I saw an official copy of the manifest of the cargo. I lived in Texas before I went to Matamoros. I left Texas in last February. I have conversed with officers of the quartermaster's department of the so-called Confederate government. I had frequent intercourse with citizens coming from different parts of Texas. I have seen fifty or sixty in one week from Texas—refugees. It is a matter of general notoriety that harness, iron
axles, medical stores, and blankets are greatly in demand in Texas,
135 and find ready sale. Blankets are not in use at all in Mexico; I mean such blankets as were brought to Matamoros in the Sir William Peel. There is not the same demand in Mexico, nor one tithe of the same demand, for the above-mentioned articles, viz: harness, iron axles, medical stores, etc., that there is in Texas. The house of Milmo & Co, of Matamoros, has the reputation of being almost solely engaged in the Texas trade, and transacting little or no business with Mexico. I saw an officer engaged in the quartermaster's department of the rebel government at Brownsville, who stated to me once or twice that if the port of Matamoros was closed that Texas would have to starve and go naked, as British vessels could bring their merchandise there, intended for Texas, in spite of all the United States vessels that ever floated. I know Major Hart, who is, or was until recently, a Confederate quartermaster; he made the appointment of the Confederate agents for the purchasing of cotton in the interior and hauling it down to Brownsville. I know many other rebel agents by sight and reputation.

Questioned by Thomas J. Durant, esq., proctor for captors:

No cotton whatever is raised in Tamaulipas or the adjoining States. I never knew any Mexican grown cotton brought to Matamoras. I think
the house of Milmo & Co. have been doing business for many years
136 in Matamoras. I know Mr. Milmo and Mr. Gilgan, who compose the firm; I think they are Irishmen.

Questioned by Edward Briggs, esq., proctor for claimants:

I represented the consul when he was not there, and transacted consular business in his name. Sometimes the manifest is brought at the the time the vessel is entirely loaded and ready to be cleared, for the consular certificate. I never knew a case where eight hundred bales of cotton were shipped on board any vessel without a manifest or some other document being presented at the U. S. consulate. In fact, I never knew a firm in Matamoras that yet shipped over three hundred bales at one time. I do not know whether the Sir William Peel shipped the whole of her cargo or not.

JAMES WEBSTER.

Sworn to and subscribed before me this 29th October, 1863.

MICHAEL HAHN, *Prize Commissioner.*

Attest:

RUFUS WAPLES, for libellants.
THOMAS J DURANT, for captors.
EDWARD BRIGGS, for claimants.

Order and continuance.—From minutes of March 19th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

This cause was this day called up for trial.

District attorney for libellants, Thomas J. Durant and Wm. H. Hunt, for captors, Wm. Marvin, esq., for claimants.

When, on account of the indisposition of Edward Briggs, esq., the cause is continued till Saturday, 12th inst., at 10 a. m.

Commission to Matamoras for claimants.

District court of the United States for the eastern district of Louisiana, holding sessions in the city of New Orleans.

To the American consul at Matamoras:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you Thomas Giligan, Louis Valle, ——— Douglass,
138 James Baker, Joseph Cooper, and others, residing in Matamoras and Bagdad, Mexico, and them duly examine on the annexed interrogatories, on oath, touching and concerning certain matters and things in a case now pending in the said court, wherein the United States of America are plaintiffs, and the claimants and owners of the Sir William Peel are defendants; and the said examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to the court without delay, to be read in evidence on the trial of said cause; and send also this writ

Witness the Honorable Edward H. Durell, judge of the district court of the United States for the eastern district of Louisiana, at the city of New Orleans, this 31st day of December, A. D. 1863.

K. LOEW, *D'y Clerk.*

Interrogatories.

In the honorable the United States district court for the eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC. } In prize.

Interrogatories to be propounded, under and by virtue of the annexed commission, to Thomas Gilgan, Louis Valle, ——— Douglas, James
139 Baker, Joseph Cooper, and others, residing in Matamoras and Bagdad, in the republic of Mexico, witnesses examined under oath in behalf of the claimants in the above-entitled cause.

Interrogatory 1st. What is your name, age, occupation, and residence? and how long have you resided where you now reside?

Interrogatory 2d. Were you at Matamoras or Bagdad when the steamship Sir William Peel arrived at the mouth of the Rio Grande, during the summer of 1863?

Interrogatory 3d. Were you at Matamoras or Bagdad when she was captured by the United States steamship Seminole?

Interrogatory 4th. Do you know how long the Sir William Peel remained off the mouth of the Rio Grande?

Interrogatory 5th. Do you know the position of the Sir William Peel when she first anchored off the mouth of the Rio Grande? whether she anchored to the north or to the south of the line which divides Mexico from Texas? If yea, please state the source from which you obtain your knowledge.

Interrogatory 6th. Do you know in what way the dividing line between the Mexican and Texan waters, as settled by the treaties between Mexico and the United States, is ascertained and determined, and whether it
140 is irrevocably fixed, or whether it is affected by the abrasion or accretion of the respective shores which bound it, or by other causes which affect the direction of the channel? If yea, describe the same fully, and, if possible, annex to your deposition a chart or survey on which the line is correctly given.

Interrogatory 7th. If, in answering the fifth interrogatory, you say you know where the Sir William Peel lay when she first anchored off the mouth of the Rio Grande, do you know whether, after her arrival, she changed her position; and if so, whether she changed it more than once, from her arrival to her capture by the Seminole, and give her second position, if, to your knowledge, such change or changes of position were made.

Interrogatory 8th. Do you know of what the cargo of the Sir William Peel on her said arrival at the port of Matamoras consisted? If yea, please particularize the same as fully as you are able, and annex to your deposition a certified copy of her manifest.

Interrogatory 9th Do you know whether said cargo, as called for by the manifest, was or was not landed at Matamoras? If yea, by what means was it discharged from the Sir William Peel, and carried on shore?

Interrogatory 10th. Do you know whether any portion of said cargo was transported from the Sir William Peel to any place or places other than the Mexican shore; and do you know whether the whole of said cargo was conveyed from the ordinary place of landing to Matamoras?

141 Interrogatory 11th. Do you know whether or not cannon or other muniments of war were parts of said cargo, or whether such were landed from the Sir William Peel, either on the Mexican or Texan shore?

Interrogatory 12th. Do you know to whom the said cargo of the Sir William Peel was consigned, and whether the same was by the consignees regularly entered in the custom-house at Matamoras? If yea, state all you know about it, and please annex to your deposition authenticated proof that it was so entered.

Interrogatory 13th. What is the standing and character of the consignees of the Sir William Peel at Matamoras, and to what nation or government do they respectively belong? and how long have they been established in Matamoras?

Interrogatory 14th. Do you know of what the cargo of the Sir William Peel consisted on her return voyage, and what amount of cargo she had on board when she was captured, and whether it was the whole amount engaged, or whether part of her cargo was left on shore, when she was carried off by the Seminole as prize?

Interrogatory 15th. Do you know to whom the Sir William Peel belonged and now belongs, and whether her owners were and are British subjects, and where they now reside?

Interrogatory 16th. Do you know to whom the cargo on board of the
142 Sir William Peel, when captured by the Seminole, belonged and now belongs, and to whom the cargo landed at Matamoras belonged, and do you know whether the owners of both cargoes were and are British subjects, and where resident? Did or did not the cargo on her outward voyage to

Matamoras belong to the same parties? State particularly the source of your knowledge of these facts.

Interrogatory 17th. If, in answering the preceding interrogatory, you state that you know to whom the cargo on board the Sir William Peel when captured belonged, do you know whether such ownership was absolute, and exclusive of all other interest?

Interrogatory 18th. Do you know any matter or thing touching the matter at issue in this cause which may benefit the claimants? If yea, please set out the same as fully and particularly as though you had been thereto specially interrogated.

EDWARD BRIGGS, *Proctor for claimants.*

True copy.
[SEAL.]

K. LOEW, *D'y Clk.*

Waiving all exceptions to the omission of the names of some of the witnesses to be examined, but reserving all other legal exceptions, I decline to cross the above interrogatories.

RUFUS WAPLES,
U. S. Dist. Att'y, east. dist. of La.

THOMAS J. DURANT,
Proctor for captors.

143 Deposition of witnesses, produced, sworn and examined, the twenty-third day of January, 1864, at Matamoras, Mexico, under and by virtue of a commission issued out of the district court of the United States of America for the eastern district of Louisiana, in a case now depending in the said court, wherein the United States of America are plaintiffs, and the claimants and owners of the Sir William Peel and cargo are defendants.

Robert Dalzell, of Boca del Rio, (otherwise known as Bagdad,) Mexico, being duly and publicly sworn, doth depose and say as follows, viz:

1. To the first interrogatory he saith: My name is Robert Dalzell; aged thirty-two years; by occupation pilot of the steamboat Matamoras, since March 19th, 1862.

2. To the second interrogatory he saith: I was at Bagdad.

3. To the the third interrogatory he saith: I was at Bagdad.

4. To the fourth interrogatory he saith: I think about two and a half months.

5. To the fifth interrogatory he saith: The Sir William Peel first anchored to the north of the line which divided Mexico from Texas. I know so from being on board of her, and being acquainted with the situation of the line.

144 6. To the sixth interrogatory he saith: I understand that the dividing line was due east from the middle of the bar channel. I do not know whether it is changed by shifting of the bar. The bar is so changeable that no survey or chart can be correctly given.

7. To the seventh interrogatory he saith: The Sir William Peel changed her position twice from her original anchorage. To the best of my knowledge she was south of the channel of the bar the first time she changed her anchorage, and the second time one and a half miles south of the second anchorage.

8. To the eighth interrogatory he saith: The cargo of the Sir William Peel consisted of what is termed a "general cargo," and I certify that I

discharged her according to her manifest and the permit of the Mexican custom-house.

9. To the ninth interrogatory he saith: It was landed at Matamoras. It was discharged by the steamer Matamoras, from thence to the steamers Mustang and James Hale, who conveyed it from Bagdad to Matamoras.

10. To the tenth interrogatory he saith: I do not know of any portion of the cargo being landed at any place other than the Mexican shore. All that came ashore came to Bagdad, from thence to Matamoras.

11. To the eleventh interrogatory he saith: To my knowledge there were none.

145 12. To the twelfth interrogatory he saith: I think the cargo was consigned to Messrs. Milmo & Co., of the city. I know that it was regularly entered in the custom-house at Matamoras.

13. To the thirteenth interrogatory he saith: They are merchants in good standing. I think Mr. Milmo and Mr. Gilligan, two of the firm, are natives of Ireland. I do not know the other members of the firm. Do not know whether they are naturalized citizens of any other country or not.

14. To the fourteenth interrogatory he saith: Her return cargo consisted of cotton. About nine hundred bales were on board at the time of her capture. It was not the whole amount engaged, some fifteen hundred bales being left on shore.

15. To the fifteenth interrogatory he saith: I know not.

16. To the sixteenth interrogatory he saith: I know not.

17. To the seventeenth interrogatory he saith: I know not.

18. To the eighteenth interrogatory he saith: She was seized some two miles to the southward of the Rio Grande.

R. DALZELL.

Examination taken, reduced to writing, and by the witness subscribed and sworn to, this third day of January, 1864, before

[SEAL.] L. PIERCE, JR., *U. S. Consul.*

146 James Baker, of Boca del Rio, (otherwise known as Bagdad,) being duly and publicly sworn, doth depose and say as follows, viz:

1. To the first interrogatory he saith: My name is James Baker; aged thirty-three years; by occupation a lighter-man; have resided at Bagdad for one year past.

2. To the second interrogatory he saith: I was at Bagdad.

3. To the third interrogatory he saith: I was on board the schooner Partridge at the time of the seizure of the Sir William Peel. The said schooner was lying off the mouth of the Rio Grande.

4. To the fourth interrogatory he says: The Sir William Peel remained off the mouth of the Rio Grande about two and one half months.

5. To the fifth interrogatory he saith: I cannot say. Her anchor was on the Mexican side of the Rio Grande boundary line which divides Mexico from Texas. Perhaps her stern may have been on the Texas side of the line.

6. To the sixth interrogatory he saith: I know not.

7. To the seventh interrogatory he saith: The Sir William Peel changed her position from her first anchorage only once to my knowledge. She anchored the second time about two and a half miles to the southward of the mouth of the Rio Grande.

147 8. To the eighth interrogatory he saith: I know not.

9. To the ninth interrogatory he saith: I believe the entire cargo

of the Sir William Peel was landed at Matamoras, as called for by the manifest; her cargo was taken ashore by the steamboat Matamoras.

10. To the tenth interrogatory he saith : I know not.

11. To the eleventh interrogatory he saith : I know not.

12. To the twelfth interrogatory he saith : I know not.

13. To the thirteenth interrogatory he saith I know not.

14. To the fourteenth interrogatory he saith : The outward cargo of the Sir William Peel consisted of cotton. At the time of her capture she had on board nine hundred and four (904) bales of cotton ; this was not the whole amount engaged; a part of her cargo was on shore when she was carried off by the Seminole as a prize.

15. To the fifteenth interrogatory he saith : I know not.

16 To the sixteenth interrogatory he saith : I know not.

17. To the seventeenth interrogatory he saith : I know not.

18. To the eighteenth interrogatory he saith : I was stevedore for
148 the Sir William Peel, and was about the vessel from the time of her arrival until she was captured by the Seminole. I was absent at the time of the capture, but returned in about half an hour after, and found everything in disorder on board ; the crew of the Seminole were breaking the dishes in the cabin of the Sir Willaam Peel, stealing the silver spoons from the table, and in other ways showing an entire lack of discipline and control.

JAMES BAKER.

Examination taken, reduced to writing, and by the witness subscribed and sworn to this twenty-third day of January, 1864, before—

[SEAL.] L. PIERCE, JR., *U. S. Consul.*

Joseph Cooper, of Bagdad, Mexico, being duly sworn, doth depose and say as follows, viz:

1. To the first interrogatory he saith: My name is Joseph Cooper; aged thirty-seven; by occupation a lighter-man and a warehouse-man; have resided at Bagdad for the past eighteen months.

2. To the second interrogatory he saith: I was off the mouth of the Rio Grande.

3. To the third interrogatory he saith: I was at Matamoros.

4. To the fourth interrogatory he saith: I know not.

5. To the fifth interrogatory he saith: In my opinion, she anchored to the north of the line.

149 6. To the sixth interrogatory he saith: I know not.

7. To the seventh interrogatory he saith: She changed her position twice; her first anchorage is stated in No. 5; her second was close to the bar, in Mexican waters; her third about 2 miles to the southward of the bar, also in Mexican waters.

8. To the eighth interrogatory he saith: I know not.

9. To the ninth interrogatory he saith: The cargo was landed at Matamoros; it was discharged into the steamboat Matamoros, and landed by me at Bagdad; from thence carried by steamboats Mustang and Hale to Matamoros.

10. To the tenth interrogatory he saith: No portion of said cargo was landed on other than the Mexican shore; the whole of said cargo was conveyed from the ordinary landing at Bagdad to Matamoros.

11. To the eleventh interrogatory he saith: I know not.

12. To the twelfth interrogatory he saith: The cargo was consigned to Milmo & Co., of Matamoros.

13. To the thirteenth interrogatory he saith: The standing of Milmo & Co. is first class; two of the firm are Irishmen.

14. To the fourteenth interrogatory he saith: The outward cargo consisted of cotton; she had on board nine hundred and four bales (904) at the time of her capture; a part of her cargo was left on shore.

150 15. To the fifteenth interrogatory he saith: I know not.

16. To the sixteenth interrogatory he saith: I know not.

17. To the seventeenth interrogatory he saith: I know not.

18. To the eighteenth interrogatory he saith: I know not.

JOSEPH COOPER.

Examination taken, reduced to writing, and by the witness subscribed and sworn to this twenty-sixth day of January, 1864, before—

[SEAL.] L. PIERCE, JR., *U. S. Consul.*

S. E. Langdon, of Bagdad, Texas, being duly and publicly sworn, doth depose and say as follows, viz:

1. To the first interrogatory he saith: My name is S. E. Langdon; age forty years; by occupation purser of steamboat Matamoros; reside at Bagdad, on the Texas side.

2. To the second interrogatory he saith: I was at Bagdad.

3. To the third interrogatory he saith: I was at Bagdad.

4. To the fourth interrogatory he saith: She remained off the mouth about two months.

151 5. To the fifth interrogatory he saith: She anchored a little to the north of the line. I know this from having been on an unofficial survey, instituted to determine the location of said line, in the month of August, 1863.

6. To the sixth interrogatory he saith: The boundary line, as settled by the treaty between Mexico and the United States, runs due east from the middle of the channel of the Rio Grande. It is determined by the position of the channel, and is not a line of latitude.

7. To the seventh interrogatory he saith: She changed her position twice; the first time she was towed by the steamboat Matamoros, near to the bar, and anchored about on the line. This was done to facilitate the discharge of her cargo. The second time she anchored about two miles to the southward of the mouth of the ~~Rio~~ Grande.

8. To the eighth interrogatory he saith: Her cargo was what is known as a general cargo. I can only itemize the following: fifteen to eighteen hundred bales of materials for the use of tanners, shoes, blankets, casks of trace-chains, and some four or five hundred iron axles for common road wagons.

9. To the ninth interrogatory he saith: The whole cargo was discharged into and conveyed on shore by the steamboat Matamoros.

10. To the tenth interrogatory he saith: The whole cargo was conveyed from the ordinary place of landing at Bagdad to Matamoros.

152 11. To the eleventh interrogatory he saith: I know not.

12. To the twelfth interrogatory he saith: The cargo was consigned to Milmo & Co., of Matamoros.

13. To the thirteenth interrogatory he saith: The standing of said house is first class; do not know the nationality of the members of the firm. The house has been established in Matamoros six or seven years.

14. To the fourteenth interrogatory he saith: The outward cargo consisted of cotton. At the time of her capture she had on board about eight hundred bales of cotton; a part of her cargo was left on shore.

15. To the fifteenth interrogatory he saith: I know not.

16. To the sixteenth interrogatory he saith: I do not know to whom either the inward or outward cargo of the Sir William Peel belonged, nor the nationality of said owners.

17. To the seventeenth interrogatory he saith: I know not.

18. To the eighteenth interrogatory he saith: I was purser of the steamer Matamoros at the time of the arrival of the Sir William Peel, and during her stay at this port.

S. E. LANGDON.

153 Examination taken, reduced to writing, and by the witness subscribed and sworn to this twenty-sixth day of January, 1864, before—

[SEAL.] L. PIERCE, JR., *U. S. Consul.*

Thomas Gilgan, of Matamoros, Mexico, being duly and publicly sworn, doth depose and say as follows, viz:

1. My name is Thomas Gilgan, aged thirty-two years; occupation, merchant—a partner in the house of Milmo & Co., of Matamoros; residence, Matamoros, Mexico, for eight years.

2. To the second interrogatory he saith: I was in Matamoros.

3. To the third interrogatory he saith: I was in Matamoros.

4. To the fourth interrogatory he saith: She remained about three months.

5. To the fifth interrogatory he saith: I know not.

6. To the sixth interrogatory he saith: I know not.

7. To the seventh interrogatory he saith: I know not.

8. To the eighth interrogatory he saith: Annexed to the deposition is a certified copy of the Sir William Peel's manifest.

154 9. To the ninth interrogatory he saith: The whole cargo was landed at Matamoros, as called for by the manifest, with the exception of a few packages which were on board at the time of capture. The cargo was discharged into and conveyed on shore by the steamboat Matamoros.

10. To the tenth interrogatory he saith: The whole of said cargo was taken to Matamoros from the ordinary place of landing, with the exception as stated in reply No. 9.

11. To the eleventh interrogatory he saith: I know not.

12. To the twelfth interrogatory he saith: The cargo was consigned to Milmo & Co. Annexed to this deposition is a certified copy of the permit from the custom-house at this port to allow us to unload the Sir William Peel and receive the goods.

13. To the thirteenth interrogatory he saith: They are subjects of Great Britain. The house has been established in Matamoros about two years.

14. To the fourteenth interrogatory he saith: The outward cargo consisted of cotton. There were engaged for her three thousand bales of cotton; nine hundred and four bales of this were on board of her when she was captured, and one hundred and fifty-six bales were at Bagdad ready to go to her.

15. To the fifteenth interrogatory he saith: She belonged and still belongs to Messrs. Corry & Laycock, merchants, living in Manchester, Eng-
155 land, and British subjects.

16. To the sixteenth interrogatory he saith: The cargo on board the Sir William Peel, when captured by the Seminole, was and is the *bona fide* property of Messrs. A. & S. Henry & Co., residing in Manchester, England, British subjects, purchased by us in this port for them; the cargo

landed here belonged to the same parties. I derive this knowledge from the consignment, and correspondence relative to the consignment of the said cargo to us, by the said A. & S Henry & Co.

17. To the seventeenth interrogatory he saith: Their ownership was absolute and exclusive of all other interest.

18. To the eighteenth interrogatory he saith: We had full instructions to invest the entire proceeds of the inward cargo in cotton, and to fill up the Sir William Peel for Liverpool. If said proceeds did not furnish cotton enough, then to take any freight offering for that port, sufficient to load said vessel, at the ruling rate of freight. We accordingly had (with what was bought with the proceeds of the inward cargo, and what was engaged) ready for the Sir William Peel, three thousand bales of cotton, the quantity thought to be necessary to fill her. Our instructions also directed us to give her as quick dispatch as possible for Liverpool; and her cargo
156 was engaged for, and the nine hundred and four bales on board was destined for that port.

THOMAS GILGAN.

Examination taken, reduced to writing, and by the witness subscribed and sworn to this third day of February, A. D. 1864.

[SEAL.] L. PIERCE, JR., *United States Consul.*

Invoice of goods forwarded by the undersigned, in the steamer Sir William Peel, Captain Thornham, from Liverpool to Matamoros, and consigned to Messrs. Mdmo & Co., there.

Mark.	Numbers.	No. of pack'gs.	Total gross weight of packages in English lbs	Class of packages.	Total length in English yards.	Widths in English inches.	Class of goods.
M. & Co., in a diamond.	1–9	9	5,830	Bales	4,195	51	Wool and cotton cloth.
15–18	10–11	2	1,430	..do	903	53	Wool cloth.
	12–14	3	1,944	..do	1,414	51	Wool and cotton cloth.
	1781–1781	11	7,341	..do	5,324	51 | 52	Do.
	19–77	59	31,156	..do	5,900 in number	65x83	Woolen blankets.
	78–118	41	21,376	..do	4,100 in number.	do.	Do.
	119–140	11	5,753	Bales ea. two trusses	8,619 yards	26x27	Linen ducks.
	141–146	6	1,682	Bales	500 in number		Saddle blankets.
	147–151	5	1,853	..do	230 dozens		Woolen shirts.
	1304	1	305	Case	60 dozens		Merino do.
	1405–1407	3	693	Bales	90 dozens		Woolen drawers.
	1478–1481	4	1,948	..do	209 dozens		Cotton shirts.
	1482–1483	2	394	..do	40 dozens		Do.
	1484	1	314	..do	20 dozens		Serge shirts.
	1485–1488	4	1,320	..do	80 dozens		Serge jackets
	1489	1	336	..do	200 dozens		Woolen half hose.
	1490–1491	2	660	..do	90 dozens		Woolen drawers.
	1492–1493	2	802	Cases	72 dozens		Merino shirts.
	1494–1496	3	1,428	..do	1,080 lbs. nett.		Shoe thread.
	1497–1500	4	1,416	Bales	200 dozens		Cotton shirts.
	1408	1	480	Case	40 lbs nett		Hemp shoe thread.

1279	1	292	Bale	280 lbs nett	.....	Hemp twine.
1305–1348	44	11, 045	Bales	10, 693 lbs	.....	Manilla rope.
1349–1373	25	5, 820	..do	5, 570 lbs	.....	Do.
1374–1388 1844–1858	30	5, 620	..do	5, 321 lbs	.....	Do.
1389–1399 1859–1902 1904–1925	77	19, 886	..do	19, 270 lbs	.....	Do.
1926–1934 2502–2514	22	4, 610	..do	4, 434 lbs	.....	Do.
1294–1295	2	1, 233	Cases	320 great gross	.....	Common metal and bone buttons.
1280–1282	3	1, 452	..do	£145 value	.....	Saddler's leather.
1283–1289	7	1, 222	Bales	£97 value	.....	Do.
1290–1293	4	918	..do	£156 value	.....	Do.
1296–1299	4	1, 700	..do	200 dozens	.....	Woolen shirts.
1300–1303	4	376	Cases	60 bottles	.....	Copying ink.
1751–1762	12	6, 175	Bales	1, 200 in number	65x83	Woolen blankets.
1410–1477	34	12, 414	Bales ea. two trusses	13, 446 yards	.....	Linen canvas.
1400	1	228	Case	888 yards	4 to 5	Elastic boot web.
1401–1402	2	1, 002	Cases	100 dozens	.....	Merino shirts.
1403	1	388	Case	40 dozens	.....	Do.
1763–1772	10	5, 173	Bales	1, 000 in number	65x83	Wool blankets.
1788–1799	12	8, 524	.do	5, 809 yards	51 | 53	Wool cotton cloth.
1800–1806	7	4, 382	..do	3, 077 yards	51	Do.
1944–1050	7	2, 900	..do	350 dozens	.....	Woolen shirts.
1951	1	345	Bale	200 dozen	.....	Wool half hose.
1952–1954	3	927	Bales	90 dozens	.....	Cotton shirts.
1955	1	311	Bale	20 dozens	.....	
1956–1957	2	662	..do	40 d z., ~74 value	.....	Serge shirts.
1958–1960	3	746	..do	80 d zen	.....	Serge jackets.
1404	1	342	Case	£42 value	.....	Flannel drawers.
2481	1	202	Bale	266 in numbers	.....	Assorted stationery.

MANIFEST—Continued.

Mark.	Numbers.	No. of pack'gs.	Total gross weight of packages in English lbs.	Class of packages.	Total length in English yards.	Widths in English inches.	Class of goods.
M. & Co., in a diamond.	2482–2484	3	1,204	Cases	960 lbs		Saddle blankets.
	2485–2486	2	664	..do			Shoe thread.
					219 dozens		Merino half hose.
	2487–2490	4	1,173	..do	10 dozens		Merino shirts.
	1821–1843	23	9,549	..do	120 dozens		Felt hats.
	2058	1	506	..do	896 reams		Writing paper.
	2059	1	323	..do	217 dozens		Cotton half hose.
	2060	1	496	..do	50 dozens		Cotton shirts.
	2061	1	509	..do	£33 value		Leather cloth.
	2491–2492	2	626	..do	307 gross		Metal buttons.
	2493–2494	2	464	Bales	120 thousand		Envelopes.
	2495–2497	3	1,276	..do	53 dozens		Flannel drawers.
	2498	1	310	..do	120 dozens		Cotton shirts.
	2499–2501	3	1,002	..do	20 dozens		Serge shirts.
	1301–1302	2	1,344	Casks	60 dozens		Serge jackets.
	1072–1093	27	3,330	Bags	£104 value		Sho'mkr's tools.
	1099–1120			Casks	£31 value		Hardware.
	2412–2434	45	26,319	.do			
	2435–2440	6	446	Axles	£315 value		Horse shoes.
	2442–2454	13	9,216	Casks			Iron axles.
	2455–2457	3	2,804	..do	£144 value		Iron chains.
					100 in number		Screw jacks.
	2458	1	1,554	Casks	20 in number		Blacksmith's vices.

2459-2470	12	2, 472	Packages	12 in number		Smith's bellows.
2471-2477	7	5, 082	Casks	£501 value		Hardware.
2478	1	336	Case	£50 value		Picnic tents.
2479	1	770	Case	£123 value		Hardware.
1903-1941	2	804	Case	£110 value		Saddler's tools.
1935-1940	6	2, 022	Bales	300 dozen		Cotton shirts.
1042-1071	30	3, 600	Kegs	£115 value		Iron nails.
1121-1278 / 2062-2403	500	37, 562	Axles			Iron axles. / Pipe boxes.
2404-2409	6	3, 816	Casks	450 in number		Saddler's leather.
2515-2554	40	14, 345	Bales	£910 value		Gutta-percha buckets.
2575-2578	4	920	Cases	£108 value		Leather boots.
862-1041	180	49, 680	Cases	£6, 245 value		Saddler's tools.
1409	1	112	Cases	£24 value		Cotton shirts.
1942-1943	2	1, 154	Bales	110 dozens		Flannel drawers.
2410-2411	2	444	Bales	42 dozens		Serge shirts.
2441	1	302	Bales	20 dozens		Serge jackets.
2606	1	350	Bales	20 doz, £37 value		Merino half hose.
2609-2610	2	741	Cases	350 dozens		Shoe pegs.
2555-2574	20	2, 143	Barrels	£18 value		
2579-2590 / 2607-2608	14	3, 843	Bales	3729 lbs		Manilla rope.
2480-2605	2	652	Bales	50 dozen		Linsey shirts.
2611-2624	14	3, 450	Cases	£658 value		Felt hats.
2625-2626	2	608	Cases	£49 value		Horse brushes.
2591-2604	14	5, 692	Bales	£416 value		Wagon covers.
2627	1	857	Case	720 lbs		Linen thread.
2632	1	392	..do..	300 lbs		Do.
2047-2048	2	2, 171	Casks	£35 value		Currycombs.
2049-2057		11, 164	..do..	£194 do		Hardware.

MANIFEST—Continued.

Mark.	Numbers	No. of pack'gs	Total gross weight of packages in English lbs	Class of packages.	Total length in English yards.	Widths in English inches.	Class of goods.
M. & Co., in a diamond.	1961–1983, 2024–2030, 2628–2631, 1984–2023, 2031–2034, 2139–2142	84	9,274	Cases.			
		43	12,812	Casks.	£495 value....	.....	Drugs and surgical instruments.
	2035–2038, 2043–2046	8	1,825	Drums.			
W—E 3—B H...	.....	....	91,016	.....	.....	.....	Bar iron.
			22,400	.....	.....	.....	Hoop iron.
			23,688	.....	.....	.....	Nail-rod iron.
M. & Co., in a diamond.	1	1	330	Case.....	50 dozen.....	.....	Cotton shirts.
A. & R.....	2	1	295	..do.....	1,265 yards.....	30 | 31	Prints.
	3	1	332	..do.....	204 dozen	.....	Cotton hose.
	4	1	283	..do.....	161 dozen.....	.....	Cotton half hose.
	5	1	295	.do.....	1,251 yards	4 | 5	Elastic gusset web.
	6	1	381	..do.....	29 doz., £67 value.	.....	Ladies' boots.
	7	1	216	..do.....	820 yards.....	.....	Linens.
	8	1	173	.....	£83 value.....	34 | 35	Leather boots.
	9	1	224	.....	20 dozen.....	.....	Woolen shirts.
	10–12	3	892	.....	150 gross.....	.....	Spool thread.
	13	1	275	Case.....	40 dozens.....	.....	Felt hats.
	14	1	136	..do.....	95 do., value £59	.....	Ladies' hair nets.
	15	1	512	..do.....	2,091 yards.....	35	Cotton shirting.

	16	1	324	..do	20 dozens		Flannel shirts.
	17	1	277	..do	16 dozen		Cotton and linen shirts.
	18–20	3	1,133	..do	150 gross		Spool thread.
	2	1	120	..do	49 in number		Ladies' straw hats.
	22	1	321	..do	Value £69		Haberdashery.
M. & Co., in a diamond.	2	1	293	..do	1,262 yards	30 | 31	Prints.
A	1	1	231	..do	50 dozens		Cotton shirts.
	3	1	216	..do	822 yards	34 | 35	Linens.
	5-7 & 12	3	771	..do	60 dozens		Wool shirts.
	6	1	376	..do	28 do., value £64		Ladies' boots.
	4	1	366	..do	Value £83		Leather boots.
	8	1	174	..do	10 doz, value £52		Lace mantles.
	9	1	277	..do	40 dozens		Felt hats.
	10	1	508	..do	2,055 yards	35	Cotton goods.
	11	1	352	..do	13 dozens		Ladies' skirts.
	13	1	275	..do	18 dozens		Cotton and linen skirts.
	14	1	306	..do	170 dozens		Cotton half hose.
M. & Co, in a diamond.	1	1	203	..do	7 pairs 16 pairs		Ladies' boots. Boys' and mens' boots.
B					5 dozen pairs		Negro brogans.
	3 & 4	2	1,226	Bales	1,101 yards	43	Woolen bayeton.
	23	1	447	Trunk	Value £123		Haberdashery.
	2	1	824	Bale	152 in number 46 yards 1,129 yards	29 26 27	Blankets. Flannel. Cotton goods.
	6	1	526	Bale	1,117 yards 318 yards 149 yards	55 | 77 27 34 | 35	Do. Union drills. Linen drills.
M. & Co. in a diamond.	7	1 1	408	Bale	1,113 do 373 do	26 25	Cotton drawers. Linen checks.
H C	12	1	151	Trunk	£29 value		Haberdashery.
P G	13	1	120	..do	44 do		Do.

MANIFEST—Continued.

Mark.	Numbers.	No of pack'gs	Total gross weight of packages in English lb.	Class of packages.	Total length in English yards.	Widths in English inches.	Class of goods.
H P H	14	1	68	Trunk.....	£73 value....	.....	Haberdashery.
J R S	15	1	210	..do.....	58 do.....	.....	Do.
J B	16	1	151	. do.....	28 do.....	.....	Do.
W P	21	1	89	..do.....	33 do.....	.....	Do.
F S	20	1	122	..do.....	50 do.....	.....	Do.
M	18	1	199	..do.....	38 do.....	.....	Do.
A J M	19	1	479	..do.....	77 do.....	.....	Do.
J M	27	1	394	..do.....	80 do.....	.....	Do.
Ay	8	1	301	Bale.....	145 yards.....	26	Carpeting.
	9	1	282	..do.....	92 do.....	26	Do.
	24	1	111	.....	92 do	28	Flannel.
				Trunk.....	£69 value.....	.....	Haberdashery.
	25	1	373	..do.....	107 do.....	.....	Do.
C R	10	1	240	.....	125 yards.....	26	Carpeting.
	22	1	426	.....	£107 value....	.....	Haberdashery.
	26	1	197	.....	148 do.....	.....	Do.
M. & Co.					217 yards.....	7 | 8	Linens.
in a diamond.	11	1	359	Bale.....	509 do.....	4 | 4	Flannel.
B T					411 do.....	under a	White shirting.
	28	1	528	Case.....	£231 in value.	yard.	Haberdashery.

1, 667 packages besides the iron.

Per pro A. & S. HENRY & CO.,
JOHN M. WILLIAMS.

Manchester, 14th May, 1863.

N. B.—A manifest for the following goods, also shipped per steamer Sir William Peel, was certified in London:

Mark.	Numbers.	No. of packages.	Total gross weight of packages in English lbs.	Class of packages.	Value.	Class of goods.
M. & Co. in a diamond	152–151	500	272,795	Bales	£2,574	Gambier.
	1501-1749	249	136,062	..do.....	1,345	Do.
	652-827	176	57,196	..do	368	Sumac.
	1750	1	....	Case....	55	Calfskins.
	828–852	25	12,941	Bal s....	824	Saddle leather.
	853–159	7	.....	Cases....	528	Do.
	860–861	2	.....	Cases....	120	Sheepskins.
Total.....	.....	960				

174 El adm'r y contador de esta aduana ma. y fronteria:

Certificamos que las copias precedentes conformes con los dos manifiestos presentados a esta oficino en 26 de Junio, del ano p p con el cargamento que introduja a este puerte el vapor Ingles Sir William Peel, su Capitan Thornham, procedente de Londres y Liverpool, consignado en esta puerto a los S'res Milmo y Ca. Y a pedimento de las interesados las espedimos el presente es la.

Matamoros, a 3 de Febrero al 1864.

ANT. N. DE CARENS.

FRANCISCO FUENTES.
FAVIAS.
[SEAL.]

175 *Affidavit of Capt. Thornham, filed March 12th, 1864.*

United States district court, eastern district of Louisiana

On this the 12th day of March, 1864, personally came and appeared before me, T. B. Thorpe, prize commissioner for the district court of the United States in and for the eastern district of Louisiana, Jesse Thornham, master of the steamship Sir William Peel, and says that the said ship was captured in the roadstead of the mouth of the Rio Grande, the port of Matamoros, while the vessel was taking in her cargo; and that at the time of her capture the certificate of the registry of the vessel, the shipping agreement with the crew, and the charter-party for the voyage, were in the hands of the British consul at Matamoros, where they were required by the British law to be while the vessel lay in a foreign port; that he has since obtained from the consul the said papers, and now submits them to the prize commissioner to be marked and returned into court; and he says that the papers so submitted are the papers of the vessel and are unaltered.

JESSE THORNHAM.

Sworn to and subscribed before me this 12th day of March, 1864.

T. B. THORPE, *Prize Commissioner.*

176 And I, the said prize commissioner, do report that the certificate of register, marked by me "A," the charter-party, marked "B," and the shipping agreement, marked "C," are the papers delivered to me by the said Captain Thornham, and which are herewith returned to the court.

Dated this 12th day of March, 1864.

T. B. THORPE,
Special Prize Commissioner.

Captain Thornham wishes to correct the above by saying that the charter-party was in the hands of the consignee of the ship at the time of the capture. JESSE THORNHAM.

177 *(A.)—Form No. 9, A. M. Certificate of British registry.*

Steamer twenty-one thousand six hundred; official number of ship, 21,600; port number, 170; N. G. W. V., signal letters; date of registry, June 22, 1858; name of ship, Sir William Peel; British or foreign built: built at North Fleet, county of Kent, in 1854; sold to foreigners, and by them called Dom Pedro Segundo; port of registry, London; how propelled, steam screw propeller; number of decks, three; number of masts, three; rigged, bark; stern, square; build, carvel; galleries, sliam; head, male bust; framework, wood.

Measurements.

Length from the forepart of steam under bowsprit, to the aft side of the head of the stern post	247 feet 6 tenths.
Main breadth to outside plank	35 feet 1 tenth.
Depth in hold, from tonnage deck to ceiling at midships	27 feet 5 tenths.

Name and address of builder, William Pitcher, North Fleet.

Tonnage.

Tonnage under tonnage deck	1,535.64
Closed-in spaces above the tonnage deck, if any, viz:	
Space or spaces between decks	
Poop, roundhouse, other inclosed spaces, if any, naming them	
Gross tonnage	1,535.64
Reduction for space required for propelling power, 32-100	491.40
Registry tonnage	1,044.24

Length of engine-room, 53 feet 4 tenths; number of engines, two; combined power (estimated horse power) number of horse power, three hundred; name and address of engine maker, Miller, Ravenhill & Co., London.

I, the undersigned, registrar of the port of London, hereby certify that the ship, the description of which is prefixed to this my certificate, has been duly surveyed, and that the above description is true; that Henry Barkeville Benson, whose certificate of competency on service is No. 850, is the master of the said ship, and that the name, residence, and description of the owner, and number of sixty-four shares held by him are as follows:

William Holland Furlonge, merchant of Mark Lane, in the city of London, sixty-four (64) shares.

Dated at the custom-house, London, the twenty-third day of June, one thousand eight hundred and fifty-eight.

EDWARD SHEPPARD, *Registrar.*

"NOTICE.—A certificate of registry, granted under the "Merchant Shipping Act, 1854," is not a document or title. It does not necessarily contain notice of all changes of ownership, and in no case does it contain an official record of any mortgages affecting the ship."

N B.—Indorsements of changes of owners and masters must be made as directed by the instructions to registrars, and will follow here:

Name of person owner of the ship within described, on the 6th December, 1861, John Silva, of 35 Crutched Lane, in the city of London, merchant; number of shares held sixty-four (64.)

I hereby certify that the person above mentioned is on this sixth day of December, 1861, registered owner of shares in the ship within described, set opposite his name.

EDWARD SHEPPARD,
Registrar of Shipping, Port of London.

Name of the owner this eighteenth day of April, 1863, James Thompson, William Alexander Tweeddale, of Birchim Lane, city of London, ship and insurance brokers, joint owners; number of shares, eleven, (11;) Elias de Pass, of Feuchinch street, in the city of London, merchant, fifty-three, (53;) total, 64.

I hereby certify that the several persons above mentioned are on this eighteenth day of April, 1863, registered owners of the number of shares in the ship within described, set opposite their names.

EDWARD SHEPPARD,
Registrar of Shipping, Port of London.

Names of the several persons owners of the ship within described 24th April, 1863, Thomas Anthony Corry, John Laycock, both of Manchester, county of Lancaster, merchants; number of shares, each thirty-two, (32.)

I hereby certify that the several persons above mentioned are on this 24th day of April, 1863, registered owners of the number of shares in the ship within described, as set opposite their names.

EDWARD SHEPPARD,
Registrar of Shipping, Port of London.

CUSTOM-HOUSE, LONDON, 29*th April*, 1863.

I hereby certify that Jesse Thornham, No. 5793, has this day become master of the ship within described.

W. H. SHARLAND, *Registrar.*

CUSTOM-HOUSE, LONDON, *August* 9, 1859.

I hereby certify that Albert George Fround, the number of whose certificate of competency is 7800, has now become master of the within-described vessel.

J. M. CAROLANS, *Dy. Registrar.*

179 *Charter-party.—Document B, filed March 14th*, 1864.

LIVERPOOL, 27*th April*, 1863.

It is this day mutually agreed between Thomas Anthony Corry and John Laycock, owners of the good steamship or vessel called the Sir William Peel, of the measurement of 1,535 tons gross and 1,044 tons nett, carrying from 1,000 to 1,200 tons dead weight, or thereabouts, exclusive of fuel and stores, and Messrs. Alexander Duranty & Co., merchants, Liverpool, witnesseth:

That the said vessel or steamer being staunch, tight, and strong, and in every way fitted for the voyage or service, with full complement of officers, seamen engineers, and firemen adapted to a steamer of her class, shall be placed under the direction of the said charterers, or merchants, or their assigns, to be by him or them employed for the conveyance of lawful merchandise, as follows:

To trade between Liverpool and Mexico, and any other lawful ports or places, as ordered by the charterers, and *back to Liverpool*. It being understood that the vessel is not to attempt to break any blockade.

(No injurious cargoes to be shipped) as ordered by the charterers; the cargo to be laden in any dock or discharged in any dock the charterer may order, provided the vessel is always safe.

180 The said steamer is let for the sole use of the said charterers, and for their benefit for the voyage out and home, they having the whole reach and burthen of the vessel, sufficient room being reserved to the owners for the crew, necessary tackle, apparel, and furniture of the said vessel; and she is not to be required to load more than she can reasonably stow and carry over and above her tackle, provisions, and stores, etc.

The captain to be appointed by the charterers, and shall use all and every

dispatch possible in prosecuting the voyages, and the crew are to render customary assistance with the vessel's boats.

The coal for the steam-engines shall be supplied by and at the cost of the charterers; also all port charges and dock charges, pilotages, delivery, as well as laborage and other duties, the owners finding all the ship's stores for the engine-room, that is, oil, tallow, and waste.

The freight for the hire of the said steamer shall be paid as follows: Say five thousand pounds, and five per cent. primage for the voyage out; and for the homeward voyage, five pounds per bale for cotton; other goods shipped to pay in proportion, the charterers engaging to ship a full cargo home.

Any specie shipped, freight on same to be for account of the charterers until the vessel is again returned by the charterers.

181 That in the event of loss of time by deficiency of men, want of stores, breakdown of engines, and the vessel becoming incapable of steaming or being worked for more than forty-eight hours, payment of hire for any further time to cease until such time as she is again in a complete and efficient state to be made available to the charterers. Should any difference arise between the parties to the contract, either in principal or detail, the same shall be referred for arbitration at Liverpool to two persons, one to be chosen by each contracting party, with power to call in a third, and the decision of a majority shall be final and binding. The acts of God, queen's enemies, fire, and all and every other dangers and accidents of the seas, rivers, and navigation of whatever nature and kind always excepted. The vessel to be delivered up to the owners on the termination of this charter-party, at ———; all direlicts and salvage for owners' and charterers' equal benefit. The commission is five per cent. on the gross amount of freight, and is due on assignment hereof to ———, ship lost or not lost. Penalty for non-performance of this agreement, £———.

(Sig.) T. A. CORRY.
(Sig.) JOHN LAYCOCK.
(Sig.) ALEXANDER DURANTY & CO.

Witness to signature of T. A. Corry,
(Sig.) H. C. APPLIN.
Witness to the signature of John Laycock, Manchester,
(Sig.) H. C. APPLIN.
Witness to the signature of Alexander Duranty & Co.,
(Sig.) JAMES MARRINER.

182 *C.—Agreement for foreign-going ship.*

Copy. Sanctioned by the board of trade, August, 1860, in pursuance of 17 and 18 Vict., c. 104.

One discharged, 2½; one shipped, 2½; executed in 2, folio 9.

Amount of fee, £3 0s. 0*d.*

Name of ship, Sir William Peel; official number, 21,600; port of registry, London; port No. and date of register, 170, 1858; registered tonnage, 1,044; managing owner's name, Messrs. Laycock & Corry; address (state No. of house, street, and town,) Manchester; master's name, Jesse Thornham; number of certificate, 5793; address (state No. of house, street, and town,) Derringham street, Hull; date and place of first signature of agreement, including name of shipping office, 4th May, 1863, London, J. Hewes.

The several persons whose names are hereto subscribed, and whose descriptions are contained below, and of whom are engaged as sailors, hereby agree to serve on board the said ship, in the several capacities expressed against their respective names, on a voyage from, (here the voy-

age is to be described, and the places named at which the ship is to touch, or if that cannot be done, the general nature and probable length of the voyage is to be stated,) London to Matamoros, (via Liverpool,) thence, if required, to any other places in the West Indies, and back to the port of final discharge of cargo in the United Kingdom. Probable length of the voyage, six months. And the said crew agree to conduct themselves in an orderly, faithful, and honest and sober manner, and to be at all times diligent in their respective duties, and to be obedient to the lawful commands of the said master, or of any person who shall lawfully succeed him, and of their superior officers, in everything relating to the said ship, and the stores and cargo thereof, whether on board, in boats, or on shore; in consideration of which services to be duly performed the said master hereby agrees to pay to the said crew, as wages, the sums against their names respectively expressed, and to supply them with provisions according to the annexed scale. And it is hereby agreed that any embezzlement, or wilful or negligent destruction of any part of the ship's cargo or stores shall be made good to the owner out of the wages of the person guilty of the same; and if any person enters himself as qualified for a duty which he proves incompetent to perform, his wages shall be reduced in proportion to his incompetency. And it is also agreed that the regulations authorized by the board of trade, which in the paper annexed hereto are numbered (here are to be inserted the numbers of any of the regulations for preserving discipline, lettered R, issued by the board of trade, which the parties agree to adopt; if any of them are so adopted, a copy of the regulations is to be kept annexed to the agreement,) are adopted by the parties hereto, and shall be considered as embodied in this agreement. And it is also agreed that if any member of the crew considers himself to be aggrieved by any breach of the agreement or otherwise, he shall represent the same to the master or officer in charge of the ship, in a quiet and orderly manner, who shall thereupon take such steps as the case may require. And it is also agreed that (here any other stipulations may be inserted to which the parties agree, and which are not contrary to law.)

In witness whereof, the said parties have subscribed their names hereto, on the days against their respective signatures mentioned.

Signed by Jesse Thornham, master, on the 4th day of May, 1863.

The authority of the agent or owner for the allotments mentioned below is in my possession. (This is to be filled up if such an authority has been produced.)

CH. E. GIBBONS, *Shipping Master.*

Scale of provisions to be allowed and served out to the crew during the voyage.

	Bread. lb.	Beef. lb.	Pork. lb.	Flour. lb.	Peas. lit.	Tea. oz.	Coffee oz.	Sugar. oz.	Water. qts.	Rice. oz.
Sunday	1	1½	.....	½	.....	.....	.....	.....	.....	.....
Monday	1	.....	1½	.....	½	½	.....	2	3	.....
Tuesday	1	1½	.....	½	.....	.....	.....	.....	.....	.....
Wednesday	1	.....	1½	.....	½	daily.	.....	daily.	daily.	.....
Thursday	1	1½	.....	½	.....	.....	.....	.....	.....	.....
Friday	1	.....	1½	.....	½	.....	.....	.....	.....	.....
Saturday	1	1½	.....	.....	.....	.....	.....	.....	.....	½

No spirits allowed. Equivalent substitutes may be allowed at the master's option. (Here any stipulation for changes or substitution of one article for another entered in the agreement is to be inserted.)

Signatures of crew.	Age	Town and country, where from.	Ship in which he last served, official number, and port she belonged to, or other employment.	Date and place of discharge from such ship.	
				Date.	Place.
1 Charles Pycraft	24	Yarmouth	Thersmere, London	6 | 4 '63	Liverpool
2 R. W. Hunnack	25	London	do do	do	do
3 James Cole	36	Ipswich	Indian do	5 | 1 '63	London
4 Charles Moore	38	Hull	E. W. Hawkins, N. Castle	15 | 3 '63	Liverpool
5 William Crimmen	20	London	Mauritius, London	27 | 2 '63	London
6 Henry Allen	42	Philadelphia	Calcutta do	21 | 3 '62	do
7 James Wiseman	23	Kent	Wm Holt do	4 | 4 '63	do
8 Henry Appleton	32	Liverpool	Scotchman, Liverpool	26 Feb	do
— Robert Anderson	45	Berks	H. M. Victoria & Albert	1846	Portsmouth
9 Peter Nelson	36	Milford	Cornelia, Leith	2 April	Leith
10 Ralph x Scott	39	Sunderland	Sarah, Liverpool	1861	Rangoon
11 Charles Valentine	15	Liverpool	Derry Castle, Liverpool	1854	Akyab
12 Charles Jones	21	do	Pegasus, London	Oct	London
13 Peter Melvin	33	Cork	Jane, Liverpool	Oct. '56	Liverpool
14 Henry x Vickery	37	Liverpool	Ontario, Quebec	1861	do
15 James Shaw	45	Galveston	A. Armstrong Liverpool	May, 1862	Bristol
16 Peter Lazell	23	Liverpool	Alfred do	June, 1860	London
17 James x Hodgeave	35	do	Richd Beretto do	'6 Oct. '62	Fleetwood
18 Henry Ryder	25	do	Ashby do	May, 1862	Hull
19 William Hill	34	do	Queen do	July, '60	Liverpool
20 Wm. Hodgeave x Jones Taylor.	46	do	Providence do	1857	Wrecked
21 Joseph Taylor	42	do	Onward do	10 Nov	Liverpool
22 Edward x Foster	25	do	Ethel do	3 May	do
23 James Folan	30	Dublin	Anglo Saxon, Liverpool	April	do
24 John x Rossiter	25	Tralee	Victoria, London	4 May	do
25 William x Davison	38	Corfa	Thersonese do	April	do
26 Richd x Woodworth	22	Dublin	Atlantic, Liverpool	22 Feb	do
27 John Clarke	25	Shoreham	Pigeron, Plymouth	Jan'y	Plymouth
28 Archibald Winder	30	Hull	E. Hawkins, N. Castle	15 | 3 '63	Liverpool
29 K. Hall	32	Kent	Indiana, London	5 | 1 '63	London
30 Geo Gamble	25	Lowest of H	City of Norwich, L'don (1st voyage)	5 | 1 '63	do
31 Jno Turnbull	30	Kirkcaldy	Lloyds, London,		
32 Michael Sloman	32	Dublin	Peri I. Dover	23 March	Liverpool
33 John x Brooks	26	Bucks	Glasgow, Liverpool	3 Oct	Dover
34 Jas Willmer Pattage	29	Hull	The Sonese London	Jan. '62	Liverpool
35 William x Stephens	28	Milford	Italian, Liverpool	April	do
36 James x Hilt	31	Salford	Anglia, London,	22 Jan.	do
37 Joseph x Price	22	London	Teviot, do	4 May, '62	London
38 Charles x Galpin	23	Dorchester	Ed Hawkins, N Castle	6 Nov.	Jamaica
39 Thomas x Burke	19	Cork	Palestine Glasgow	13 March	Liverpool
40 Thos. Shroader	27	Grimsby	Trent, London	19 April	do
41 William x Townsend	30	Southampton	Demerara, do	13 Oct	St Thomas
x Edward Farrow	32	Liverpool	Japan, Liverpool	10 Mar.	Liverpool
42 Thomas Mahow	30	Tenby	Shrewsbury, London	18 April	do
43 William Cowen	20	London	Victoria, do	10 Jan.	do
44 Thomas Collin	26	Cork	St. Elmo, Glasgow	4 May	do
45 Mitchell x Cochrane	30	Glasgow	Chimera, Liverpool	16 Oct	Glasgow
46 Sylvester Wm Mchenx	22	Sierra Leone	Ed. Hawkins, N. Castle	Dec	Liverpool
— Philip Keefe	17	Liverpool	do do do	15 Mar.	do
x Robert x Van Billy	22	Sidney, N. P.	do do do	15 Mar.	do

No. royal navy volunteer certificate, 13727.

Place for signatures and description of substitutes.

NOTE.—Here the entries are to be made as above, except that the signature of the consul or vice-consul, officers of customs, or witness before whom the man is engaged, is to be substituted for that of the shipping-master.

Place for signatures and description of substitutes.

NOTE.—Here the entries are to be made as above, except that the signatures of the consul or vice-consul, officers of customs, or witness before whom the man is engaged, is to be substituted for that of the shipping master.

Date and place of joining this ship.		In what capacity engaged, and if mate, No. of his certificate, if any.	Time at which he is to be on board.	Am't of wages per calendar month. Share or voyage	Amount of wages advanced on entry	Amount of monthly allotment.	Shipping master's signature or initials.
Date.	Place.						
1863.				£ s. d.	£ s. d.	£ s. d.	
4 May...	London.....	Mate, 15414.....	At once.	12 0 0	0 0 0	6 0 0	Wm Deane,
.. do ...	....do.....	2d mate, 7285.....	....do....	8 0 0	8 0 0	4 0 0	W D
....do....	...do.....	Carpenter	....do ..	6 0 0	6 0 0	3 0 0	W D
....do....	...do.....	Steward	....do ..	6 10 0	0 0 0	3 5 0	W D
... do....	....do.....	2d steward.....	...do ..	4 0 0	4 0 0	0 0 0	W D
....do....	....do.....	Cook	.. do...	7 0 0	7 0 0	3 10 0	W D
... do....	....do.....	2d cook	...do ..	2 10 0	2 10 0	0 0 0	W D
13th May.	Liverpool.....	3rd mate..	15 May..	5 10 0	5 10 0	2 15 0	C E G
....do ..	....do.....	Bsn.....	.. do ..	5 0 0	5 0 0	2 10 0	C E G
....do....	... do...	Seaman	.. do ..	3 0 0	3 0 0	1 10 0	C E G
....do....	...do.....	....do.....	...do ..	3 0 0	3 0 0	1 10 0	C E G
... do	....do.....	....do.....	....do ..	3 0 0	3 0 0	1 10 0	Ch E G
....do...	....do.....	....do.....	...do ..	3 0 0	3 0 0	1 0 0	Ch E G
....oo ...	. do	....do.....	.. do....	3 0 0	3 0 0	1 10 0	Ch E G
....do ..	.. do	....do.....	....do ..	3 0 0	3 0 0	1 10 0	C E G
....do....	...do.....	....do.....	....do...	3 0 0	3 0 0	1 10 0	C E G
....do....	....do.....	....do.....	...do ..	3 0 0	3 0 0	1 10 0	C E G
....do....	....do.....	....do.....	.. do ..	3 0 0	3 0 0	1 10 0	C E G
....do....	... do.....	....do	.. do ..	3 0 0	3 0 0	1 10 0	C E G
....do....	...do.....	....do	...do ..	3 0 0	3 0 0	1 10 0	C E G
....do....	....do.....	....do.....	...do....	3 0 0	3 0 0	1 10 0	C E G
....do....	....do.....	....do.....	...do....	3 0 0	3 0 0	0 0 0	C E G
... do....	....do.....	....do.....	...do....	3 0 0	3 0 0	0 0 0	G H S
....do....	....do.....	.. do.....	.. do...	3 0 0	3 0 0	0 0 0	G H S
....do....	....do.....	.. do.....	do ..	3 5 0	0 0 0	0 0 0	G H S
....do....	....do.....	....do	...do ..	3 0 0	3 0 0	0 0 0	G H
....do ...	.. do	....do	.. do....	3 0 0	3 0 0	0 0 0	G H
4th May.	London.....	Engineer.....	At once..	18 0 0	0 0 0	9 0 0	Wm. Deane
....do....	....do.....	2d engineer.....	...do ..	15 0 0	15 0 0	7 10 0	W D
....do....	....do.....	3d ... do..... ..	....do....	10 0 0	10 0 0	5 0 0	W D
13th May	Liverpool.....	3d....do.....	15th May	10 0 0	10 0 0	5 0 0	G H S
... do....	....do	Fireman.....	.. do....	4 14 0	4 14 0	2 7 0	G H S
....do. ..	....do.....	....do	.. do ..	4 14 0	4 14 0	0 0 0	G & S
....do....	...do.....	....do.....	.. do....	4 14 0	4 14 0	2 7 0	G & S
....do....	...do	....do.....	...do....	4 4 0	0 0 0	0 0 0	G H S
....do ..	....do.....	....do.....	...do....	4 4 0	4 4 0	0 0 0	G H S
....do....	....do.....	....do	...do ..	4 4 0	4 4 0	0 0 0	G H S
... do...	....do.....	....do.....	.. do...	4 4 0	4 4 0	0 0 0	G & S
....do....	....do.....	....do.....	...do ..	4 4 0	4 4 0	0 0 0	G & S
....do....	....do.....	....do.....	...do ..	4 4 0	4 4 0	0 0 0	G & S
....do....	....do	....do.....	...do....	4 4 0	4 4 0	0 0 0	G & S
... do ..	....do.....	....do	...do....	4 4 0	4 4 0	0 0 0	G & S
....do....	....do.....	....do.....	....do....	4 4 0	4 4 0	2 2 0	G & S
....do....	....do.....	....do.....	...do ..	4 4 0	4 4 0	0 0 0	G & S 21 Dec. £3
....do....	....do.....	....do.....	.. do ..	4 4 0	4 4 0	2 2 0	G & S
....do....	....do.....	....do.....	.. do...	4 4 0	4 4 0	2 2 0	G & S
....do....	....do.....	Ord'g.....	.. do....	2 5 0	4 4 0	0 0 0	G H S
....do....	....do.....	...do.....	.. do....	2 0 0	2 0 0	0 0 0	G H S
....do....	....do.....	...do.....	....do....	2 5 0	0 0 0	0 0 0	G & S

NOTE.—Any erasure, interlineation, or alteration in this agreement, except in the case of substitutes, will be void, unless attested by some shipping master, consul or vice-consul, to be made with the consent of the parties interested.

This agreement must be delivered to the shipping master within forty-eight hours after the ship's arrival at her final port of destination in the United Kingdom.

Endorsement.

Deposited the 13th June, 1863. Returned the same day.
Customs, Kingston, Jamaica.

HENRY DAVIS, *Shipping Master.*

185 [Here follows map, page 185.]

Hearing cause.—From minutes of March 12th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL, ETC. } No. 7709.

This cause came on this day for trial. District attorney for libellants; Thos. J. Durant and William H. Hunt, esquires, for captors; Edward Briggs and William Marvin, esquires, for claimants.

When Edward Briggs, esq., for claimants, moved for leave to amend the claims to the ship and cargo by inserting a clause in the prayer whereby the claimants claim damages and costs, as well as a restitution, which motion, on hearing the district attorney for the United States and Mr. Durant for captors, in opposition, was refused by the court, and the cause ordered to be tried on the pleadings as they now stand of record. And after hearing the evidence taken *in preparatorio*, and the evidence taken under the order for further proof, the claimants offered documents A, B, and C, named in the affidavit of Captain Thornham, this day filed, and purporting to be the ship's papers, to the reception of which the district attorney and the attorneys for captors objected. The court thereupon reserved its ruling upon that question till next Monday, 14th inst., at 10 a. m., to which day the cause is continued for trial.

186 *Minutes of evidence, filed March 12th, 1864.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } 7709.

Libellants and captors offered in evidence the testimony of witnesses taken *in preparatorio*; also, the evidence of the following parties, taken under the order for further proof, viz: that of C. G Arthur, acting master of the Seminole, filed 27th of November, 1863; that of Haskell Crosby, acting ensign of the Seminole, filed 28th November, 1863; that of T. C. Haggart and Foley, filed January 6th, 1864; that of James Garety, filed 7th and 14th January, 1864; that of James Webster, filed 10th March, 1864.

The claimants offered the evidence of Capt. M. B. Woolsey, commander U. S. steamer Princess Royal, filed November 28th, 1863; that of Charles Hargett, master of the British ship Labnan, filed January 20th, 1864; and the evidence of the witnesses taken under commission at Matamoras, returned and filed 12th February, 1864, with documents attached.

(Libellants and captors object to the deposition of Gilgan.)

The claimants offered documents A, B, and C. Ruling of the court as to their admissibility reserved.

187 *Hearing and continuance.—From minutes of March 14th, 1864.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

This cause came up again, in pursuance to adjournment, all the proctors engaged in the same being present, when it is ordered that the objections raised by the district attorney and the attorney for the captors be sustained, and that the testimony of Thomas Gilkin, and that of any other witness examined under the commission to Matamoras, be ruled out so far as the same

tends to prove ownership in the vessel by parol evidence. It is further ordered that documents A, B, and C, offered by claimants and objected to by the district attorney and the attorney for the captors, be now admitted in evidence for the reasons stated by the court. And after hearing the argument by the district attorney for libellants, and that of Hon. William Marvin for claimants, the cause is continued till to-morrow, 15th inst., at 10 a. m.

188 *Exception of district attorney, filed March 15th, 1864.*

United States district court for the eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

Be it remembered, that on the trial of the above-entitled cause, on March 12th, 1864, the proctors for the claimants offered to prove by Gilkin, one of the firm of Milmo & Co., of Matamoras, Mexico, under the order for further proof, that the Sir William Peel was the property of Laycock & Corry, of Manchester, England; when the district attorney, in behalf of the United States, objected, on the ground that the ownership of the vessel cannot be proved by parol; that the bill of sale is the evidence required by prize law to establish the claimants' claim to ownership; that without such evidence, and without accounting for its absence, secondary evidence is inadmissible.

189 *Order cause submitted.—From minutes of March 15, 1864.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

This cause came up again, agreeably to continuance, and after hearing the argument of Edward Briggs, esq., in behalf of claimants, and that of Thomas J. Durant, esq, on behalf of captors, the court took time to advise, and requested the proctors to furnish their authorities, and, if possible, a synopsis of their argument, without delay.

Order for further argument.—From minutes of May 23d, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

The court having expressed a desire to hear further argument on
190 the question whether the vessel, at the time of the capture, was or was not in neutral waters, it was agreed by the district attorney and Wm. H. Hunt, esq., that Friday next, the 27th inst., at 10 a. m., be assigned for the hearing of the same, and that Thomas J Durant, esq., proctor for the captors, and Edward Briggs, esq., proctor for the claimants, be notified hereof.

Marshal's return.

Received May 23d, 1864, and on the same day served a copy of the within order and notice on E. Briggs, esq., proctor for the claimants in this suit, personally, and on Thomas J. Durant, esq., proctor for the captors, by leaving it in the hands of Chas. W. Horner, esq., in the office of the aforesaid Thos. J. Durant, esq., proctor, etc,

JOHN M. WYMAN, *D'y U. S. Marshal.*

Order and continuance.—From minutes of May 27th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

191 This cause was called up for argument. Present: District attorney for libellant; Thos. J. Durant and Wm. H. Hunt, esq., for captors; and Edw'd Briggs, esq., for claimants. And for want of time, the same was ordered to be continued till to-morrow, 28th instant, at 10 a. m.

Order and continuance.—From minutes of May 28th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO, } No. 7709.

This cause came up again, agreeably to adjournment. District attorney for libellant; Thos. J. Durant and Wm. H. Hunt, esqs., for captors; Edward Briggs, esq., for claimants. And after hearing the argument of the district attorney and Wm. H. Hunt, esq, the same is continued till Monday, the 30th inst, at 10 a. m.

192 *Order and continuance—From minutes of May 30th, 1864.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

This case was called up in pursuance of the order of the 28th inst., when, upon the application of Edward Briggs, esq., proctor for claimants, the argument is continued till to-morrow, 31st instant, at 10 a. m.

Order and continuance.—From minutes of May 31st, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

This cause came up pursuant to adjournment, and after hearing the argument of Edward Briggs, esq, the same was continued till to-morrow, June 1, 1864, at 10 a. m.

193 *Order cause submitted.—From minutes of June 1st, 1864.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

This cause came up again, and after hearing the district attorney, the court took time to consider.

Judgment of restitution.—Reasonable cause of seizure certified.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

For the reasons now orally assigned by the court, and which will be reduced to writing hereafter, it is ordered, adjudged, and decreed that the libel be dismissed and the vessel and cargo restored to the claimants. It is further ordered that reasonable cause of seizure be, and the same is

194 hereby, certified of record, and that the question as to costs and expenses be reserved for further action.

Judgment rendered June 6th, 1864.

Judgment signed June 10th, 1864.

E. H. DURELL, *Judge.*

Petition of appeal, fi'ed July 8th, 1864.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

To the Honorable E. H. Durell, judge of the U. S. district court for the eastern district of La.:

The petition of Rufus Waples, United States attorney, in the name and in the behalf of the United States of America, libellant herein, respectfully represents, that a final sentence and decree were rendered on the 10th day of June, 1864, in the above-entitled cause, in the said United States
195 district court for the east. district of Louisiana, in and by which said final sentence and decree it was ordered, adjudged, and decreed that the libel be dismissed and the vessel and cargo restored to the claimants; and further ordered that reasonable cause of seizure be, and the same is hereby, certified of record; that the question of costs and expenses be reserved for further action; that said final sentence and decree is against your petitioner and to his manifest prejudice and injury; that the matter in controversy exceeds the sum of two thousand dollars; that your petitioner, the said libellant, in behalf as aforesaid, feels aggrieved by the rendition of said final decree so rendered against him as aforesaid, and is advised that the same is erroneous, and ought to be reversed.

Wherefore said libellant, in behalf as aforesaid, doth hereby appeal from the said final sentence and decree to the Supreme Court of the United States, returnable on the first Monday of December next, and prays this honorable court to grant him a suspensive appeal from said final decree, the same to operate as a supersedeas, and that the said final decree may be reversed, and such other decree thereupon made as to the said Supreme Court shall seem just; and that a transcript of the record and proceedings in this
196 cause, duly authenticated, may be sent to the Supreme Court of the United States without delay.

RUFUS WAPLES, *U. S. Att'y.*

Order granting appeal.

A suspensive appeal, to operate as a supersedeas, is allowed in this case, as prayed for, returnable in the Supreme Court of the United States the first Monday of December next, the libellant being dispensed by law from giving bond and security in judicial proceedings.

July 8, 1864.

E. H. DURELL, *Judge.*

Citation of appeal.

The United States district court, eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

The United States of America to Messrs. Laycock & Corry and A. and S. Henry & Co., claimants of vessel and cargo, greeting:

You are hereby cited and admonished to be and appear before the Supreme

Court of the United States at its next term, to be holden in the city of Washington, D. C., on the first Monday of December next, to answer the appeal taken by the United States, libellant in this cause, and that you show cause then and there, if any there be, why the judgment rendered against the said United States on 10th June, 1854, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable E. H. Durell, judge, this 8th day of July, in the year of our Lord 1864, and the eighty-ninth of the American independence.

E. H. DURELL, *Judge.*

Marshal's return.

Received July 9th, 1864, and on the same day and year served a copy of the within citation of appeal on Edward Briggs, esq., personally, in the city of New Orleans, proctor for the claimants, who are absent from the State.

M. EGAN, *D'y U. S. Marshal.*

New Orleans, July 11th, 1864.

198 *Order to bond cargo.—From minutes of August 26th, 1864.*

UNITED STATES
vs. } No. 7709.
STEAMER SIR WILLIAM PEEL AND CARGO.

On motion of Edward Briggs, esq., proctor for A. & S. Henry & Co., claimants herein for eight hundred and sixty-four bales of cotton, the unsold portion of the cargo of the steamship Sir William Peel, the district attorney and the United States prize commissioners being present in court, and on suggesting to the court that a decree of restitution has been rendered herein, and that the said claimants are desirous to bond the cotton aforesaid, it is ordered that they be allowed to bond the cotton as prayed for, and that H. G. Heartt, Richard Swain, and Captain Jaffray Sceales be appointed appraisers to value the same, and that said cotton be delivered to claimants upon their furnishing a stipulation in the appraised value thereof, with good and solvent security, conditioned as the law directs.

199 *Notice to appraisers.*

United States district court, eastern district of Louisiana.

UNITED STATES
vs. } No. 7709.
STEAMER SIR WILLIAM PEEL AND CARGO.

To H. G. Heartt, Captain J. Sceales, and Richard Swain, esqrs.:

Take notice that you have been this day appointed appraisers for the purpose of ascertaining the value of the cargo libelled in this case, and you are to file the report of your appraisement within the shortest possible delay.

By order of court.

[SEAL.] K. LOEW, *D'y Clerk.*

New Orleans, August 26th, 1864.

Marshal's return.

Received August 26th, 1864, and on the same day I served notices to appraisers, as within, on H. G. Heartt, Richard Swain, and Captain J. Sceales, at their respective offices, to wit: H. G. Heartt and Richard Swain
200 at their office, No. 29 Commercial Place, corner St. Charles street; the notice to Captain J. Sceales at the office of Edward Briggs, esq., on Canal street.

D. CHRISTIE, *D'y U. S. Marshal.*

Order to bond vessel.—From minutes of August 26th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

On motion of Edward Briggs, esq., proctor for Thomas Anthony Corry and Robert Laycock, claimants herein for the steamer Sir William Peel, her tackle, etc., the district attorney and the United States prize commissioners being present in court, and on suggesting to the court that a decree of restitution has been rendered herein, and that said claimants are desirous to bond the said steamship, her tackle, &c., it is ordered that they be allowed to bond the said steamship, as prayed for; that H. G. Heartt, Richard Swain, and
201 Captain Jaffray Sceales be appointed appraisers to value the same, and that the said steamship be delivered to claimants upon furnishing a stipulation in the appraised value thereof, with good and solvent security, conditioned as the law directs.

Notice to appraisers.

United States district court, eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

To Captain J. Sceales, H. G. Heartt, and Richard Swain, esqs.:

Take notice that you have been this day appointed appraisers for the purpose of ascertaining the value of the vessel libelled in this cause, and you are to file the report of your appraisement within the shortest possible delay.

By order of court.

K. LOEW, *D'y Clerk.*

New Orleans, August 26th, 1864.

202 *Marshal's return.*

Received August 26th, 1864, and on the same day I served notices to appraisers, as within, on H. G. Heartt, Richard Swain, and Captain J. Sceales, at their respective offices, to wit: H. G. Heartt and Richard Swain, at their office, No. 29 Commercial Place, corner of St. Charles street; the notice to Captain Sceales, at the office of Edward Briggs, esq., on Canal street.

D. CHRISTIE, *D'y U. S. Marshal.*

Oath of Richard Swain, appraiser, filed August 27th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

I, Richard Swain, having been appointed appraiser to value the vessel and cargo about to be bonded by the claimants, do solemnly swear that I will faithfully and impartially perform my duties to the best of my ability and understanding. So help me God.

RICHARD SWAIN.

Sworn to and subscribed before me this 27th August, 1864.

K. LOEW, *D'y Clerk.*

203 *Oath of Captain J. Sceales, appraiser, filed August 27th, 1864.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

I, Jaffray Scales, having been appointed by the honorable district court of the United States, eastern district of Louisiana, an appraiser to value the vessel and cargo about to be bonded by the claimants, do solemnly swear that I will faithfully and impartially perform my duties to the best of my ability and understanding. So help me God.

J. SCEALES.

Sworn to and subscribed before me this 27th August, 1864.

K. LOEW, *D'y Clerk.*

Oath of G. H. Heartt, appraiser, filed August 30th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

I, H. G. Heartt, having been appointed appraiser to value the li-
204 belled property about to be bonded by the claimants, do solemnly swear that I will faithfully and impartially discharge my duties to the best of my ability and understanding. So help me God.

H. G. HEARTT.

Sworn to and subscribed before me this 30th August, 1864.

K. LOEW, *D'y Clerk.*

Partial approval of surety.—From minutes of September 6th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

Edmond J. Forstall, the surety offered on the claimants' bond, this day appeared in open court, and after hearing his testimy the court accepted him in the sum of $450,000.

405 *Order taxing marshal's fees.—From minutes of September 6th, 1864.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

On motion of James Graham, late United States marshal for the eastern district of Louisiana, and on suggesting to the court that when his functions as marshal ceased, his costs in the above case were due and unpaid; that it being desirable and necessary that the said late marshal's costs and charges therein be fixed and determined, it is ordered that the bill of costs, charges, and disbursements referred to (a detailed statement of which is herewith submitted) be taxed and allowed at the amounts thereto respectively affixed, to wit, fees, $326 48; disbursements, $5,318 05.

206 *Appraisers' report.—Appraisement of cargo, filed September 6, 1864.*

OFFICE OF THE U. S. PRIZE COMMISSIONERS,
Appraisers' Department, New Orleans, 1st September, 1864.

SIR: We, the undersigned, duly appointed appraisers, having examined the

cotton on board the "Sir William Peel," captured in the Gulf of Mexico, from or about the mouth of the Rio Grande, and are of opinion that the actual market value or wholesale prices of the said cotton is this day, and we do therefore appraise the same, as follows :

Small A 15 B. C. Good middling, each 452 pounds, 6,780 pounds, at $1 90		$12,882 00
" B 66 B. C. Middling, each 452 lbs., 29,832 lbs., at $1 85,		55,189 20
" C 90 B. C. Low middling, each 452 lbs., 40,682 lbs., at 1 80		73,224 00
" D 21 B. C. Good ordinary stained, each 452 lbs., 9,492 lbs., at $1 75		16,611 00
" E 167 B. C. Good ordinary, each 452 lbs., 75,484 lbs., at $1 75		132,097 00
" G 150 B. C. Ordinary, each 452 lbs., 67,800 lbs., at $1 65		111,870 00
207 Small H 60 B. C. Inferior, each 452 lbs., 27,120 lbs., at $1 40		37,968 00
" E 96 B. C. Repacked, each 452 lbs., 43,392 lbs., at $1 50,		65,088 00
" S 178 B. C. Damaged about 30 per cent., each 452 lbs. 80,456 lbs. If sound, would be worth $1 70, but being damaged, 30 per cent. taken off, it is worth $1 19		95,742 64
" X 16 B. C. Broken and some damaged, each 452 lbs. If sound, would be worth $1 70, but being damaged, 30 per cent. off, it is worth $1 19		8,606 08
859 bales.		
One lot loose cotton, say 5 bales, more or less, per bale, $600		3,000 00
		612,277 92

Thirty bales of this cotton were weighed to ascertain the average, which was within a fraction of 453 lbs. We place it at 452 lbs.

The price of gold this day is $2 60 premium.

H. G. HEARTT,
RICH'D SWAIN,
J. SCEALES,
Appraisers.

To CUTHBERT BULLITT, Esq., *U. S. Marshal.*

208 Attached : Weight of 30 bales cotton for account of steamship Sir William Peel—

463, 516, 476, 383, 522, 530, 460, 462, 513, 425	4,750
512, 515, 463, 404, 395, 519, 576, 508, 521, 455	4,868
462, 331, 436, 415, 400, 385, 455, 350, 409, 325	3,968
Total	13,586

New Orleans, August 31, 1864.

PETER C. MANDEL.

Appraisement.—Appraisement of vessel, filed September 6th, 1865.

APPRAISERS' DEPARTMENT, *New Orleans, August* 30, 1864.

We, the undersigned, having been appointed by the Honorable E. H. Durell, judge of the United States district court for the eastern district of

Louisiana, to value and appraise the British steamship "Sir William Peel," now lying in the Mississippi River, do hereby report that we have carefully examined the said steamer, and find that she was built in North Fleet, in the county of Kent, England, in the year 1854, for the Portuguese
209 government, and then called the "Dom Pedro Segundo," as a vessel of war; that she is 249 length on deck, 32 feet breadth of beam, 3 decks, and is, according to American measurement, 1,238 tons, according to English measurement, 1,536 64-100 tons. She has three masts, barque rigged, square stern, figure head; that she was built by William Pilcher, North Fleet, England. She was most faithfully built. Her frame is oak, hackmatack and teack, (a wood that lasts for centuries and never decays.) She has one kelson, with heavy thick streaks in each bilge, is well bound with iron knees and bilge straps, is copper fastened and coppered.

She has superior marine engines, fifteen feet below water line; she has two propeller engines, with four low-pressure boilers; and we do hereby appraise her at this time, in cash, American currency, at two hundred and forty-four thousand one hundred and forty dollars, viz:

Engine, in currency	$78, 000,	in gold	$30, 000
Hull, sails, rigging, etc	166, 140,	in gold	63, 900
	244, 140		93, 900

Gold is this day 262½ premium, and we give the lowest quotations, viz: 260, and we do therfore appraise her as above stated at $244,140.

Given under our hands this 30.h August, 1864, New Orleans, La.

H. G. HEARTT,
RICH'D SWAIN, *Appraisers.*

210 Our colleague, Captain J. Sceales, differing with us, has made a separate report on the steamer, approving the appraisement on the cotton.

Appraisers' report on British steamship Sir William Peel—Report of Captain J. Sceales, appraiser, filed September 6, 1864.

SIR: In obedience to the order of the court, and as one of the appraisers of the above-named ship, I beg to state that I have thoroughly surveyed that vessel in all departments, and after careful investigation have come to the conclusion that the ship, as she now stands, with stores, boats, etc., is worth in gold seventy-seven thousand four hundred and twenty-two dollars. ($77,422 00.) In United States currency she is worth two hundred and one thousand two hundred and ninety-seven dollars, ($201,297 00;) and in British sterling gold she is worth sixteen thousand pounds, (£16,000)

This report is based on gold at 260 per cent. premium, and foreign exchange at 280 to 300 per cent. premium, the current rate of the day.

Differing a little from my fellow appraisers, Capt. Swain and Mr.
211 Heartt, in this matter, I beg to submit my own separate report.

J. SCEALES, *Appraiser.*

New Orleans, 31st August, 1864.

To the Hon. E. H. DURELL, *Judge U. S. district court.*

Additional appraisement, filed September 6th, 1864.

110 wagon axles, 73 lbs. each, 8,030 lbs., at 15 cents..... $1, 204 50

131 lbs. trace chains, at 15 cents..... $19 65
800 fire bricks belonging to the ship, one box shoes, 90 pairs, the private property of the captain.....

1,224 15

New Orleans, September 6th, 1864.

We certify that this is the valuation of goods in warehouse belonging to steamship Sir William Peel.

H. G. HEARTT,
RICH'D SWAIN,
J. SCEALES, *Appraisers.*

212 *Appraisers' bill on cargo, filed September 6th, 1864.*

UNITED STATES PRIZE COMMISSIONERS' OFFICE,
Appraisers' Department, New Orleans, September 1st, 1864.

In the matter of the Sir William Peel and cargo, a prize, to appraisers' office, Dr.

Appraisement on cargo, 859 bales of cotton and 5 bales loose—$612,277 92 at ½ per cent..... $3,061 98
For labor, yard expenses, turning out, assorting, probeing the damaged cotton, marking, classification, weighing, numbering, valuation, and turning back in press, $612,277 92 at ¼ per cent..... 1,530 99

4,692 97

213 *Appraisers' bill on vessel, filed September 6th, 1864.*

UNITED STATES PRIZE COMMISSIONERS' OFFICE,
Appraisers' Department, New Orleans, September 1st, 1864.

In the matter of the steamer Sir William Peel and cargo, a prize, to appraisers' office, Dr.

For appraisement of steamer Sir William Peel, at $244,140, at ½ per cent..... $1,220 00

Additional appraisers' bill, filed September 6th, 1864.

OFFICE OF THE UNITED STATES PRIZE COMMISSIONERS,
Appraisers' Department, New Orleans, 5th September, 1864.

In the matter of the steamer Sir William Peel and cargo, a prize, to appraisers' office, Dr.

For appraisement of mdse. found in warehouse, $1,224 15, at ½ per cent..... $6 12

214 *Approval of sureties on bond.—From minutes of September 7th, 1864.*

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

Messrs. Ambrose Lanfear and Jacob Barker, sureties offered on the bonds,

this day appeared in open court, and having proven their solvency to the satisfaction of his honor were accepted, and thereupon signed the bonds in open court for the following sums, to wit: Ambrose Lanfear for $244,140 00, Jacob Barker for $163, 502 07.

Approval of surety.—From minutes of September 7th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

Edmund J. Forstall, esq., the surety on claimants' bond, accepted by his honor on yesterday, this day appeared and signed the bond in open court to the amount of $150,000.

215 *Bond for release of vessel, filed September 7th, 1864.*

UNITED STATES OF AMERICA,
Eastern district of Louisiana:

Know all men by these presents that we, John Laycock and T. E Corry, per Capt. Jaffray Sceales, their agent and attorney in fact, as per annexed power of attorney, of Manchester, England, claimants and owners of the steamship Sir William Peel, as principals, and Ambrose Lanfear, of this city, as surety, are held and firmly bound unto the United States, libellant, in the sum of $244,140, (two hundred and forty-four thousand one hundred and forty dollars,) lawful money of the United States of America, for the payment whereof to the said United States or assigns we jointly and severally bind ourselves, our heirs, executors, and administrators firmly by these presents.

Witness our respective names and seals hereunto affixed by us at New Orleans this seventh day of September, one thousand eight hundred and sixty-four.

Whereas an admiralty warrant was lately issued out of the honorable the district court of the United States of America for the eastern district
216 of Louisiana, at the suit of the United States *vs.* steamship Sir William Peel, her tackle, apparel, and furniture and cargo, and numbered 7709 on the docket of the said court, commanding the marshal to seize and take into his possession the said steamship and cargo, which has been seized accordingly, but said steamship has been released from said seizure and delivered to John Laycock and T. A. Corry, the claimants and owners thereof, by reason of the signing, sealing, and delivery of these presents, said Laycock & Corry having obtained leave of court to bond said property, and filed a claim thereto, which is now of record in the clerk's office of this court.

Now the condition of the above obligation is such that if the said claimant and sureties abide by all the orders, interlocutory or final, of the court, and pay the said libellants the amount awarded by the final decree rendered in the court to which the process is returnable, or in any appellate court, then the foregoing obligation is to be void; but otherwise, shall remain in full force and virtue.

J. SCEALES, [L. S.]
For LAYCOCK & CORRY.
AMB'E LANFEAR. [L. S.]

Signed, sealed, and delivered in open court.
Witness:
K. LOEW, *D'y Clerk.*

[50 cent stamp.]

217 *Bond for release of cargo, filed September 7th, 1864.*

UNITED STATES OF AMERICA,
Eastern district of Louisiana:

Know all men by these presents that we, A. and S. Henry & Co., per Captain Jaffray Sceales, their agent and attorney in fact, as per annexed power of attorney, of Manchester, England, claimants and owners of the cargo of the steamer Sir William Peel, as principals, and Edm. J. Forstall, in the sum of four hundred and fifty thousand dollars, and Jacob Barker in the sum of one hundred and sixty-three thousand five hundred and two dollars and seven cents as sureties, are held and firmly bound unto the United States of America, libellant, in the aggregate sum of $613,502 07—say, six hundred and thirteen thousand five hundred and two dollars and seven cents., lawful money of the United States of America, for the payment whereof to the said United States or assigns we jointly and severally bind ourselves, our heirs, executors, and administrators firmly by these presents.

Witness our respective names and seals hereunto affixed by us at New Orleans this seventh day of September, one thousand eight hundred and sixty-four.

Whereas an admiralty warrant was lately issued out of the honorable the district court of the United States of America for the eastern district of
218 Louisiana, at the suit of the United States *vs.* the steamship Sir William Peel, her tackle, apparel, and furniture and cargo, and numbered 7709 on the docket of the said court, commanding the marshal to seize and take into his possession the steamship Sir William Peel and cargo, which has been seized accordingly, but the cargo thereof has been released from said seizure, and delivered to A. and S. Henry & Co., the claimants and owners thereof, by reason of the signing, sealing, and delivering of these presents, said A. and S. Henry & Co. having obtained leave of court to bond said property and filed a claim thereto, which is now of record in the clerk's office of this court.

Now the condition of the above obligation is such that if the said claimants and sureties abide by all the orders, interlocutory or final, of the court, and pay the said libellants the amount awarded by the final decree rendered in the court to which the process is returnable, or in any appellate court, then the foregoing obligation is to be void; but otherwise, shall remain in full force and virtue.

J. SCEALES, [L. S.]
For A. & S. HENRY & Co.
EDM J. FORSTALL. [L. S.]
JACOB BARKER. [L. S.]

Signed, sealed, and delivered in open court.
Witness: K. LOEW, *D'y Clerk.*

[50 cent stamp.]

219 *Power of attorney from A. & S. Henry & Co. to Capt. Jaffray Sceales, filed September 8th, 1864.*

Whereas we, the undersigned, Henry Hitchcock, James Dawson, John Patterson, together with our partners in trade, John Snowden Henry, Mitchell Henry, Thomas Swanwick, John Mitchell, William Roulston Haigh, and Henry Mitchell, carrying on business as general merchants at Manchester, England, in the county of Lancaster, and elsewhere in the United Kingdom of Great Britain and Ireland, under the firm of "Alexander & Samuel Henry & Company," are the sole owners of the cargo on board of the steamship or merchant vessel called the "Sir William Peel," of the port of Lon-

don, in the said United Kingdom, and we have been informed that the said vessel and the cargo on board have been captured and seized by the navy of the government of the United States of America, and that the said vessel, with the said cargo, has been taken by her captors into New Orleans, in the said United States, and proceedings have been taken in the prize court there against the said ship and cargo:

Now, know all men that we, the said Henry Hitchcock, James Dawson, and John Patterson, for and on behalf of ourselves respectively, and of our said several partners in trade, do, and each of us doth, nominate, con-
220 stitute and appoint Captain Jaffray Sceales, of the city of London, the true and lawful attorney for us and each of us, and for our said several partners, and each of them, to act for us and each and either of us, in all matters respecting the said cargo, and especially with free power of attorney for us and our said partners, and in our and their names, or in the name of each and either of us, or in the name of the said firm of Alexander & Samuel Henry & Company, to assert, prosecute, and maintain our rights as such owners of the cargo as aforesaid, and to claim and demand, and to receive and take possession of the cargo wheresoever it may be; and for the purposes aforesaid, or any of them, to use all such legal and other lawful means and appliances as may be requisite, with full power to commence and prosecute to final judgment and execution, or to discontinue and discharge such action or actions, suit or suits, or other proceedings whatsoever, in any court of law or equity, or admiralty or of prize, to any writ, bill or information, or other process in any action or actions, or suit or suits, or other proceedings whatsoever which may be brought, commenced or prosecuted against us or either of us, or as owners of the said cargo, or in any other proceeding whatever which may be commenced, or set up, or carried on in any way against the said cargo; and to defend the said proceedings to final judgment, or suffer judgment or decree to be had or given, taken or pronounced against us, by default or otherwise, as our said attorney
221 shall think fit; and to submit any question to reference and award, and to enter into, complete, execute, and deliver any contract, agreement, compromise, deed, writing, release, receipt, or discharge, or other instrument whatsoever, which may be, in the absolute discretion of the said attorney, desirable or necessary in the premises, and for all or any of the purposes aforesaid, or any other purposes than such as may have been hereinbefore specially indicated, but which may seem to our attorney desirable or needful in the premises, to use the names or name of each of us, and of each of our said partners, and agreeably to act in all things and in every respect concerning the cargo, and every part, as fully and effectually, to all intents and purposes, as we ourselves, and each and either of us, and our said several partners, respectively could do if personally present and acting directly, with power, from time to time, to appoint and substitute any person or persons as his attorney or agent in his own place, in all or any of the matters aforesaid, and every such appointment to revoke. And we hereby declare it to be our full desire and instruction that all matters, and measures, and things respecting the said cargo should, from this date, be under the full and absolute discretion, management, and direction of our said attorney, until the said cargo shall have been fully recovered and received by him and on our behalf, and at our absolute disposal, we and each of us for our-
222 selves and our said several partners, our executors and administrators, hereby covenanting to allow, ratify, and confirm all and whatsoever our said attorney shall or may do in and about the premises in anywise.

In witness whereof, the said Henry Hitchcock, James Dawson, and John

Patterson have hereunto set our hands and seals the thirtieth day of October, one thousand eight hundred sixty-three.

HENRY HITCHCOCK. [SEAL.]
JAMES DAWSON. [SEAL.]
JOHN PATTERSON. [SEAL.]

Signed, sealed, and delivered by the said Henry Patterson, James Dawson, and John Patterson, in the presence of—

E. LEWIS ASHWORTH,
Attorney-at-law, Manchester.
JAMES RIDDIHOUGH, *his clerk.*

UNITED STATES CONSULATE, *Manchester, England.*

Know all whom it may concern that on this thirtieth day of October, one thousand eight hundred and sixty-three, personally appeared before me Henry Hitchcock, James Dawson, and John Patterson, and duly exe-
223 cuted the annexed power of attorney, by signing their names thereunto in my presence, and in the presence of Edward Lewis Ashworth, of the city of Manchester, in the United Kingdom of Great Britain and Ireland, attorney-at-law, and James Riddihough, of the same city, clerk to the said Edward Lewis Ashworth, witnesses, declaring that they did so freely, for the purposes and to the interests therein set forth.

In testimony whereof, I have hereunto signed my name, and
[SEAL] affixed the seal of this consulate, this day and year above written, and in the eighty-eighth year of the independence of the United States.

pp. HENRY W. LORD.
United States Consul.
HENRY WILDE,
Deputy Consul.

Power of attorney from Laycock & Corry to Captain Jaffray Sceales, filed September 8th, 1864.

Whereas we, the undersigned, Thomas Anthony Corry and John Laycock, both of Manchester, in the United Kingdom of Great Britain and Ireland, merchants, are the sole owners of the steamship or vesselcalled the
224 "Sir William Peel," of the port of London, in the said United Kingdom, and we have been informed that the said vessel has been captured and seized by the navy of the government of the United States of America, and that the same vessel has been taken by her captors into New Orleans, in the said United States, and proceedings have been instituted in the prize cour tthere:

Now, know all men that we, the said Thomas Anthony Corry and John Laycock do, and each of us doth, hereby nominate, constitute, and appoint Captain Jaffray Sceales, of the city of London, the true and lawful attorney for us and each of us, to act for us and each or either of us, in all matters respecting the said vessel, and all things belonging to her, and especially with full power and authority for us and in our names, or in the name of each or either of us, to assert, prosecute, and maintain our rights as such owners as aforesaid, and to claim and demand and to receive and take, and take possession of the said vessel and all things belonging to her, wheresoever she may be found; and for the purposes aforesaid, or any of them, to use all such legal and other lawful means and appliances as may be requisite, with full power to commence and prosecute to final judgment and execution, or to discontinue and discharge such action or actions, suit or suits, or other proceedings whatsoever, in any court of law or equity or admiralty, or of

prize, as our said attorney shall, in his absolute discretion, deem de-
225 sirable or necessary; and also to appear for us and each of us in any court of law or equity or admiralty, or of prize, to any writ, bill, information, or other process, in any action or actions, suit or suits, or other proceedings whatsoever which may be brought, commenced, or prosecuted against us or either of us, as owners of the said vessel, or in other proceeding whatsoever which may be commenced, set up or carried on in any way against the said vessel; and to defend the said proceedings to final judgment, or to suffer judgment or decree to be had, given, taken, or pronounced against us or either of us, by default or otherwise, as our said attorney shall think fit, and to sumbit any question to reference and award, and to make, enter into, complete, execute, and deliver any contract, agreement, compromise, deed or writing, release, receipt, discharge, or other instrument whatsoever, which may, in the absolute discretion of our said attorney, be desirable or necessary in the premises, and for all or any of the purposes aforesaid, or any other purposes than such as may have been herein before specially indicated, but which may seem to our said attorney desirable or needful in the premises, to use the names or name of us, each of us, and generally to act in all things and in every respect concerning the said vessel and every part and appurtenance thereof, as fully and effectually, to all intents and purposes, as we ourselves and each or either of us respectively could do if personally present and acting directly, with power, from time to
226 time, to appoint or substitute any person or persons as his attorney or agent in his own place, in all or any of the matters aforesaid, and every such appointment or substitution at pleasure to revoke. And we hereby declare it to be our full desire and intention that all matters, measures, and things respecting the said vessel should, from the date hereof, be under the free and absolute discretion, management and direction, of our said attorney, until she shall have been fully recovered or received by him on our behalf, and at our absolute disposal; we and each of us hereby for ourselves, and for our respective executors and administrators, hereby covenanting to allow, ratify, and confirm all and whatsoever our said attorney shall or may do in and about the premises in anywise.

In witness whereof, the said Thomas Anthony Corry, and John Laycock have hereunto set our hands and seals, this thirtieth day of October, one thousand eight hundred and sixty-three.

T. A. CORRY. [SEAL.]
JOHN LAYCOCK. [SEAL.]

Signed, sealed, and delivered by the above-named Thomas Anthony Corry and John Laycock, in the presence of—

E. LEWIS ASHWORTH,
Attorney-at-law, Manchester.
JAS. RIDDIHOUGH, *his clerk.*

227 UNITED STATES CONSULATE, *Manchester, England.*

Know all whom it may concern that on this thirtieth day of October, one thousand eight hundred and sixty-three, personally appeared before me Thomas Anthony Corry and John Laycock, and duly executed the annexed power of attorney by signing their names thereunto in my presence, and in the presence of Edward Lewis Ashworth, of the city of Manchester, in the United Kingdom of Great Britain and Ireland, attorney-at-law, and James Riddihough, of the same city, clerk to the said Henry Lewis Ashworth, witnesses, declaring that they did so freely, for the purposes and to the interests therein set forth.

In testimony whereof, I have hereunto signed my name and affixed

[SEAL.] the seal of this consulate, this day and year above written, and in the eighty-eighth year of the independence of the United States.

pp. HENRY W. LORD,
United States Consul.
HENRY WILDE,
Deputy Consul.

228 *Signing of bond in open court by Capt. J. Sceales.—From minutes of September 8th,* 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

Captain Jaffray Sceales, agent and attorney in fact of Messrs. Laycock and Corry and A. & S. Henry & Company, claimants of vessel and cargo, this day appeared in open court and signed the bonds in their behalf, by virtue of the authority delegated to him in the powers of attorney on file.

Order to prepare for sea.—From minutes of September 8th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

On motion of Edward Briggs, esq., proctor, and on suggesting that
229 the stipulations for the vessel and cargo, as ordered by the court, had been duly given and are on file, it is ordered by the court that the claimants be allowed to proceed instanter in preparing the cargo for re-shipment, and in fitting the steamship Sir William Peel for sea, awaiting the decision of the court, on the question whether possession should be given with or without the payment of costs ; which question the court took under advisement.

Marshal's return.

Received September 8th, 1864, and, in obedience to the within order, gave to Edward Briggs, esq., proctor for claimants, orders on the Planters' Press and the marshal's keepers, respectively, to permit the claimants to prepare the cotton and the vessel for shipment and for sea immediately.

D. CHRISTIE, *D'y U. S. Marshal.*

New Orleans, September 8th, 1864.

230 *Order to deliver register and articles of agreement.—From minutes of September 12th,* 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

On motion of Edward Briggs, proctor and on showing to the court that in order to obtain the necessary permits from the custom-house, the ship's register and shipping articles must must be first lodged with the British consul of this port, ordered that the proctor be allowed to withdraw the said register and articles, the clerk retaining copies of the same.

Order to re-ship cargo.—From minutes of September 13th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

On motion of Edward Briggs, esq., proctor for the claimants, it is

231 ordered that said claimants be allowed to re-ship on board the Sir William Peel the cotton now stored in the Planters' Press, subject always to the control of the marshal, until further orders of the court.

Marshal's return.

Received September 13th, 1864, and on the same day, month, and year gave to Edward Briggs, esq , proctor for claimants, orders to the Planters' Press to permit claimants to remove the cotton of the steamship Sir William Peel from said press and to the keepers on board said steamer to permit the cotton to be taken on board said steamer; all in obedience to the within order.

A. BOISBLANC, *D'y U. S. M.*

Order to release vessel and cargo.—From minutes of September 15th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

On motion of Edward Brigg, esq., proctor for claimants, it is ordered that the steamship Sir William Peel and cargo be delivered by the marshal
232 to the claimants under the orders and under the bonds herein on file, the claimants undertaking to satisfy all further orders which the court may make in reference to the payment of costs already incurred, which question of costs is reserved by the court for further consideration.

Marshal's return.

Received September 15th, 1864, and the same day, month, and year, gave to Edward Briggs, esq., proctor for claimants, notices to keepers of the marshal to deliver said steamer Sir William Peel and cargo to said proctor's order, the cargo of said steamer having been taken on board in obedience to a previous order of the court, and took a receipt for said steamer from the master thereof, who took possession of the vessel by order of the said proctor, whose receipt is hereto annexed in proof of the compliance with the within order.

A. BOISBLANC, *Deputy U. S. Marshal.*

New Orleans, September 16th, 1864.

233 Attached:

OFFICE UNITED STATES MARSHAL,
Eastern District of La., New Orleans, September 15th, 1864.

To the marshal's keepers on board of steamship Sir William Peel:

You will deliver to Edward Briggs, esq., proctor for claimants, or his order, the steamship Sir William Peel, her tackle, apparel, and cargo, and take a receipt for the same from the party taking possession, which receipt you will return to this office forthwith.

Very respectfully,
J. J. PREIS, *Clerk U. S. Marshal.*

NEW ORLEANS, *September 15th*, 1864.

Please deliver the vessel and cargo to Capt. Jesse Thornham on his receipt for the same.

EDWARD BRIGGS, *Proctor.*

NEW ORLEANS, *September 15th*, 1864.

Received from the marshal's keeper the steamship Sir William Peel, her tackel, apparel, and cargo, as she stands.

JESSE THORNHAM, *Master.*

234 *Bill of C. Bullitt, U. S. marshal, filed September 15th, 1864.*

U. S. MARSHAL'S OFFICE, *New Orleans, Sept.* 10, 1864.

United States district court eastern district of Louisiana.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

Costs and charges incurred under the administration of Cuthburt Bullitt, esq., U. S. M.

	Fees.	Disbursements.
September 8th, 1864:		
Order of court to permit getting ready for sea	$2 00	
Notice to keepers and Planters' Press	1 00	
Order of release, vessel and cargo	2 00	
Notices to keepers and Planters' Press to release	1 00	
Bill of storage, one month in the Planters' Press		172 80
Marshal's custody to 13th, inclusive, from Sept. 2d, 1864, 12 days, 2 custodians		60 00
235 September 14th and 15th:		
Further charges of custody, if after 13th Sept., at same rate, viz: 2 days, at $5 00 per day		10 00
Order of court to permit shipment	2 00	
Notifying keepers and Planters' Pr	1 00	
	9 00	242 80

Agreement relative to log and cargo books, filed September 26th, 1864.

UNITED STATES
vs.
STEAMER SIR WILLIAM PEEL AND CARGO. } No. 7709.

It is hereby agreed that the log and cargo books of the steamship Sir William Peel be sent to the appellate court, in original, with the transcript of appeal, and also that the Mexican manifest, having been collated with the English and found to be similar, a copy of the same is hereby dispensed with.

EDWARD BRIGGS, *Proctor for Claimants.*
RUFUS WAPLES, *U. S. Attorney.*

New Orleans, September 28th, 1864.

235½ *Citation of appeal.*

United States district court eastern district of Louisiana.

UNITED STATES
vs.
ST'R SIR WM. PEEL AND CARGO. } No. 7709.

The United States of America to Messrs. Laycock & Corry and A. and S. Henry & Co., claimants of vessel and cargo, greeting:

You are hereby cited and admonished to be and appear before the Supreme Court of the United States at its next term, to be holden in the city of Washington, D. C., on the 1st Monday of December next, to answer the appeal

taken by the United States, libellants in this cause, and that you show cause then and there, if any there be, why the judgment rendered against the said United States on 10th June, 1864, should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable E. H. Durell, judge, this 8th day of July, in the year of our Lord 1864, and the 89th of the American independence.

E. H. DURELL, *Judge.*

Endorsed: Received July 9th, 1864, and on the same day and year served a copy of the within citation of appeal on E. Briggs, esq., personally, in the city of New Orleans, proctor for the claimants, who are absent from the State.

M. EGAN, *D'y U. S. Marshal.*

New Orleans, July 11, 1864.

236 United States district court, eastern dist. of Louisiana.

I, Kilian Loew, deputy clerk of said court, hereby certify that the foregoing two hundred and thirty-five printed pages have been carefully collated by me with the originals, and that they do contain and form a correct and complete transcript of the original record and of all the proceedings had, documents filed, and evidence adduced at the trial of the case of the United States *vs.* the steamship Sir Wm. Peel and cargo, No. 7709 of the docket, with the exception of the Mexican manifest, which, being a copy of the English manifest is omitted from the transcript by consent of the counsel, and the log and cargo books, which under the agreement on file go up to the appellate court in originals.

In testimony whereof, I grant these presents under my signature and the [SEAL.] seal of our court, at New Orleans, this 18th day of October, A. D. 1864, and the 89th year of the American independence.

K. LOEW, *D'y Cl'k.*

[U. S. inter. rev. stamp, 5 cents, cancelled.]

Filed November 19, 1864.

Supreme Court of the United States.

No. 98.

THE UNITED STATES, Libellants and Appellants,

vs.

The Steamship SIR WILLIAM PEEL and Cargo, JESSE THORNHAM, Master and Claimant, intervening for the interest of A. & S. HENRY & CO., owners of the cargo, and of LAYCOCK & CORRY, owners of the ship, her tackle, &c., Respondent.

Statement and Points for Respondent.

AUGUSTUS F. SMITH, *Advocate for Claimants.*

New-York:
JOHN W. AMERMAN, LAW PRINTER,
No. 47 Cedar Street.

1867.

Supreme Court of the United States.

THE UNITED STATES, Libellants and Appellants,

vs.

The Steamship SIR WILLIAM PEEL and cargo, JESSE THORNHAM, Master and claimant, intervening for the interest of A. & S. HENRY & Co., owners of the cargo, and of LAYCOCK & CORRY, owners of the ship, her tackle, &c. Respondent.

No. 98.
Points for Respondent.

STATEMENT.

The steamship Sir William Peel, a British ship of 1,500 tons and upwards, (p. 70,) was captured by the "Seminole," an armed steamer of the United States, near the mouth of the Rio Grande, on Friday, the 11th day of September, 1863. The ground of the capture, as stated by the commander of the Seminole to Captain Thornham, was an allegation, entirely unfounded in fact, that she "had a crew of 140 men on board, and nine or ten eleven-inch guns on board under her cotton." (Ans. to 3d interrogatory, p. 6.)

In truth, she had a crew of 49 men, which was by no means a large number for so large a steamer, and had two 18 pound signal guns on her spar deck.

Ans. 10, pp. 6 and 14.
Ans. 38, pp. 8 and 16.

The ship cleared from Liverpool the 15th of May, 1863, and sailed for Matamoras, (Ans. 12, p. 7,) where she arrived on June 22d. She lay at the mouth of the Rio Grande nearly three months.

The Mate, Ans. 39, p. 16.
Witness Haggart, p. 38.
" Webster, p. 52.
" Baker, p. 57.
" Gilgan, p. 60.

The ship belonged to Laycock & Corry, of Manchester, England, British subjects, and was commanded by a British subject.

Ans. 7, p. 6.
" 14, p. 7.
" 37, p. 8.
Certificate of Registrar of Shipping, p. 71.

The cargo carried to Matamoras, as well as the cotton in return, belonged to A. & S. Henry & Co., of Manchester, also British subjects.

Ans. 14 and 16, p. 7.
Witness Gilgan, Ans. 16, p. 60.
" 18, p. 61.

The outward cargo had, at the time of the seizure, nearly all been landed at Boca del Rio, (otherwise known as Bagdad,) in Mexico, and from there transported to Matamoras in small steamboats.

There remained on board, of the outward cargo, thirty axes, two hogsheads of hardware and about two casks of soda. (The Mate, Ans. 11 and 13, p. 14.)

The ship was discharging and taking in cargo at the same time, and had on board, of her homeward cargo, 904 bales of cotton, shipped from the port of Matamoras.

The Master, Ans. 11, p. 7.
Ans. 29 and 30, p. 8.
The Mate, Ans. 11 and 13, p. 14.
Ans. 30, p. 15.

See, also, the testimony of the witnesses taken under a commission, viz.:

Robert Dalzell was the pilot of the steamboat Matamoras that discharged the cargo. See Ans. 1, 8, 9 and 10, pp. 56, 57.

James Baker was a lighterman and the stevedore to the Sir William Peel. See Ans. 1, 4, 9 and 18, pp. 57 and 58.

Joseph Cooper was also a lighterman. See Ans. 1, 9 and 10, p. 58.

S. E. Langdon was the purser of the Matamoras. See Ans. 1, 9 and 10, p. 59.

Thomas Gilgan, one of the firm of Milmo & Co., the consignees of the Sir William Peel. See Ans. 1, 9, 10 and 14, p. 60.

The consignees of ship and cargo were the house of Milmo & Co., merchants, at Matamoras, composed of British subjects. (See Gilgan's deposition, Ans. 12, 13 and 18, pp. 60 and 61.) Gilgan had resided in Matamoras eight years, (Ans. 1, p. 60,) though the house had been established but two. (Ans. 13, p. 60.) The witness, Langdon, speaks of the house as established six or seven years. (Ans. 13, p. 59.) See, also, Ans. 16, pp. 7 and 15.

The last previous voyage of the Sir William Peel had been to the Mediterranean. De Pas Brothers, of London, were then her owners.

Master, Ans. 12 and 15, p. 7; Ans. 37, p. 8.

She was British built, but built for or sold originally to

the Portuguese Government, under whose flag she bore the name "Don Pedro Segundo," and sailed between Lisbon and Rio Janeiro.

The Register, p. 70.
The Mate, Ans. 10, p. 14; Ans. 4, p. 13.
" Master, " 10, p. 6.
Rees, seaman, Ans. 4, p. 21.
See Certificate of Special Surveyors on page 24.

The presence of the old Portuguese color and the Brazilian flag is thus accounted for; they were "left in her by her former owners."

The Master, Ans. 4, p. 6.
" Mate, " 4, p. 13.
Rees, " 4, p. 21.

This also explains the presence of the "fire-proof bed plates of the powder magazine," mentioned in the *special survey*. (Page 24.) The *special survey* also indicates that the magazine had been "removed to make room for cotton between decks."

The same thing, together with the additional fact that the ship, in 1860 and 1861, had been used in the English transport service, explains the presence of the 47 muskets, 4 boarding pistols, 11 tomahawks, and 46 cutlasses.

Special Survey, p. 24.
The Master, Ans. 38, p. 8.
" Mate, " 38, p. 16.
Rees, " 38, p. 22.

The ship carried no passengers.

The Master, Ans. 34, p. 8.
" Mate, " 34, p. 15.

No papers were destroyed.

The Master, Ans. 20, p. 7.

No attempt was made to run any blockade; the size of the ship and her draft of water made that difficult any where, and impossible at any port in Texas.

The Master, Ans. 21, 22 and 24, p. 8.
" 41, 42 and 43, p. 9.
" Mate, Ans. 24, p. 15.
41, p. 16.

Upon the arrival of the ship at Matamoras her papers were, as was regular, deposited with the consignees, or with the British Consul, there to remain until she should sail upon her homeward voyage, and of course were not found on board at the time of the seizure.

The Master, Ans. 18, 19 and 20, p. 7; 31, 32 and 35, p. 8.

Her outward cargo was also regularly entered at the Mexican custom house and a permit for landing obtained, and it would appear that all things were done regularly and in accordance with the usage of vessels carrying on a lawful trade.

Witness Dalzell, Ans. to 12th interrogatory, p. 57.
" Gilgan, " " interrogatory, p. 60.
Permit, p. 69.

At the time of the seizure the ship lay in Mexican waters.

Master, Ans. 21, p. 8.
Mate, " 19, p. 15.

Commander Woolsey, in command of the U. S. steamer *Princess Royal*, says, "there was no question about her being in Mexican waters." He also says, "I took her bearings "on several occasions, as had I found her in American waters "I would have captured her myself."

P. 35.
Hargett, p. 44.
Dalzell, 7th Ans., p. 56.
Cooper, do., p. 58.
Langdon, do., p. 59.

Opposed to this there are the statements of two of the officers of the *Seminole*, Arthur and Crosby, pp. 33 and 35, while the Prize Court found in accordance with Commander Woolsey's evidence.

See page 1 of supplementary record.

From 35 to 40 merchant vessels, doubtless engaged in similar trade, were off the bar when the Sir William Peel was taken.

Master, Ans. 5, p. 6.
Mate, " 5, p. 13.
Rees, " 5, p. 21.

Cargo.

The cargo of the "Sir William Peel" was unexceptionable. The Master describes it as consisting of "tanners' earth or gambier, sumac, boots in cases, bar iron, wrought iron, hoop iron and baled goods." (Ans. 13, p. 7.)

The Mate said, "She had on board tanners' earth, sumac, rolls of leather, cases of Blucher boots, bales of merchandise, some casks of soda, bar and bundle iron, hogsheads of hardware, a quantity of axes." (Ans. 13, p. 14.)

Rees said, "She carried on her outward voyage a mixed cargo of merchandise, consisting of bales, cases, casks, axles, iron, about three thousand fire brick." (Ans. 13, p. 21.)

The witness, Langdon, who was the purser of the Matamoras that discharged the cargo, says: "Her cargo was what is known as a general cargo. I can only *itemize* the following: fifteen to eighteen hundred bales of materials for the use of tanners, shoes, blankets, casks of trace chains and some four or five hundred iron axles for common road wagons." (Ans. 8, p. 59.)

This evidence, together with the manifest, produced by the witness, Gilgan, one of the firm of Milmo & Co., the consignees, very fully describes the cargo.

Manifest, pp. 62 to 68.

The "Special Survey" says, that the two casks undischarged contained "iron rings used for artillery harness." (Page 24.) Doubtless they were just as applicable to any other draft harness and a hundred times as likely to be so applied; but through the visual organs of "Special Surveyors to U. S. Prize Commissioners," the innocent rings are transformed into the equipments of a train of artillery.

Somewhat similar hostile and unfounded assertions as to the character of the cargo are found in the depositions of Arthur, the acting Master of the *Seminole*, (pp. 33, 34,) of Woolsey, the Commander of the Princess Royal, (p. 35,) and of Haggart, (p. 38.) See also the evidence of Webster, (p. 53.)

Arthur says: "The *general opinion* in Matamoras was that the Sir William Peel had loaded and discharged a cargo of *contraband goods*, such as army clothing, blankets, munitions of war, and drugs and medicines." (P. 33.)

"It was a matter of *general notoriety* in Matamoras that the Sir William Peel had discharged her cargo of *contraband goods* and had received a cargo of cotton therefor." (P. 34.)

Commander Woolsey, in the entirely laudable pursuit of his duty and prize money, saw at the distance, "I judged to be about one mile," the ship "hoisting out guns into a steamboat to send them ashore." "These guns were cannon," but they had no existence out of the imagination of the witness; and the witness adds: "I did not see the guns hoisted out myself, but it was reported to me by the officer of the deck," &c. (Pp. 35 and 36.)

Haggart's evidence upon this subject is, "The *public notoriety* about the Sir William Peel was as to her size, second *as to the cargo she had*, and third as to the disposition to be made of that vessel after leaving the port of Matamoras. Her size was unusual for a vessel in those waters; *her cargo comprising arms and munitions of war.* It was the *general rumor* that she was to receive her cargo of cotton, go to Havana and Nassau, and there discharge her cargo and become a privateer." (P. 38.)

Webster saw the official copy of the manifest, and in that

found harness, iron axles, medical stores and bales of blankets. (P. 53.)

"*General opinion*," "*public notoriety*," and "*guns seen*," *not by the witness, but reported as seen*, from witnesses examined under an order for "further proofs," (order, p. 32,) are not evidence in any court of justice.

The twenty-five pound keg and the two flasks of powder, with the cartridges, the lights, and the two bags of *small* shot, with the "*lot* of solid round shot," the "*quantity* of grape shot," and the "*lot* of grape shot loose," were not cargo, and though the "special survey," so called, is drawn with the evident design to make a *case* against the ship, and to that end abstains from a statement of how much made a "lot" and a "quantity" in the view of the *special surveyors*, we may fairly infer that the number was very small, when we observe that they enumerated *eleven* tomahawks and *four* pistols.

These *special surveyors* intimate that the *lot* of round shot and the *quantity* of grape shot were "in the lower hold and under and among the dunnage, *partly concealed*."

Probably they mean by "partly concealed," partly covered up; and if so there is nothing very startling in a ship once belonging to the Portuguese Government and afterwards a transport, having a few shot, whether two or twenty, in her lower hold, covered by the dunnage used in stowing her outward cargo.

See p. 24.

The first hearing in the case was had on November 5, 1863, when objection was made to the evidence "*in preparatorio*" of such witnesses as were not found on board the captured ship. The objection was sustained and the testimony stricken out.

P. 30.

This ruling excluded the depositions of

Robert K. Clark, p. 9.
Thomas C. Haggart, p. 16, and
T. C. Haggart, p. 23.

And left only the depositions of

The Master, page 6.
The Mate, " 13, and of
Price Rees, seaman, page 20.

The court, on November 20th, 1863, made an order that "time be granted to the district attorney, and the attorney for the captors as well as to the claimants' attorney, to procure further evidence in this cause." (P. 32.)

Under this order both sides examined witnesses, whose testimony is found from pages 33 to 45, and from 32 to 69.

The register, the charter-party, and the shipping articles are on pages 70 to 75.

The case was finally heard the last of May and early in June, 1864, and on June 6th a decree was made restoring both ship and cargo. (Pages 78 and 79.)

On June 3d, 1865, the court made a further decree or order, by which it was ordered, "that the costs and charges consequent upon the capture be paid by the claimants, and that damages be refused."

Supplementary Record, p. 1.

In this order the court say, "The result of the whole testimony satisfied the mind of the court that the Sir William Peel was captured when anchored south of the line dividing the waters of the Rio Grande, and when, therefore, she was in neutral waters. On that ground the court decreed her restitution; but entertaining grave doubts as to the object of her voyage, so grave, indeed, that but for this consideration, that she was captured in neutral waters, the court *should* have decreed her condemnation," &c.

The libellants appeal from the decree of restitution.

See pp. 79 and 80.

And the claimants from the decree awarding costs against them and refusing damages.

Supplementary Record, pp. 1 and 2.

Point I.

"Neutral trade is entitled to protection in all courts.

"Neutrals in their own country may sell to belligerents "whatever belligerents choose to buy.

"So, too, except goods contraband of war, or conveyed "with intent to violate a blockade, neutrals may transport "to belligerents whatever belligerents may agree to take.

"And so again, neutrals may convey in neutral ships, from "one neutral port to another, any goods, whether contraband "of war or not, if intended for actual delivery at the port "of destination, and to become part of the common stock of "the country or of the port."

The Bermuda, 3 *Wallace*, 514, 551.

With the omission of one exception not material to this case, the above is the precise language of the opinion of the court in the case cited.

Point II.

If the Sir William Peel and her cargo are not within the protection of the principles stated in the first point, it must be, as we infer, because either—

1. They were enemy's property; or,

2. They were violating the blockade; or,

3. The cargo was contraband of war and designed for delivery to the enemy; or,

4. The ship was to be made a privateer.

See Letter, Mr. Welles to Mr. Seward, Nov. 10, 1863; "Message and Documents, Department of State, Part 2, 1864–'65." P. 400.

FIRST.—Upon the first proposition, that *ship and cargo were enemy's property*, the evidence is abundant.

The deposition of the master, "*in preparatorio*" is explicit. He says: "Messrs. Laycock & Corry, of Manches-
"ter, were the owners of the ship. I know that they en-
"gaged me to take charge of the ship. The goods were
"owned by Henry & Co., of Manchester; this house shipped
"the goods. The owners of the ship and cargo are English-
"men, and have always lived in England."

Ans. 14, p. 7.

"That there was a bill of sale given to Messrs. Laycock &
"Corry, from De Pas Brothers, London; but I know nothing
"about the particulars. I saw the bill of sale in London
"sometime in the early part of May. I do not know where
"the bill of sale is now."

The same, Ans. 15, p. 7.

"That the lading was put on board of the vessel in May,
"1863. The cotton was put on board in August and part
"of September. The laders and owners were Henry & Co.,
"Manchester; the consignees, Milmo & Co., Matamoras.
"Henry & Co. are English; Milmo & Co. is a Mexican
"firm. The cargo from Liverpool was to be delivered to
"Milmo & Co., Matamoras, for the benefit of Henry & Co.
"The laders owned the goods; the consignees had no interest,
"except the commissions. * * * These were put on
"board in Liverpool, and if restored would belong to Henry
"& Co."

The same, Ans. 16, p. 7.

"That the vessel was sold to the present owners by De Pas
"Brothers, but he does not know the particulars of the sale;
"does not know about the amount that was paid for the ves-
"sel. If the vessel is restored, he believes that the vessel
"will belong to Laycock & Corry, Manchester."

The same, Ans. 37, p. 8.

See the Mate, Ans. 14 and 16, pp. 14 and 15.
See also the endorsement upon the register of the ownership of the ship on April 24, 1863.

The charter-party is made in the name of the owners, Corry & Laycock, with Alexander, Duranty & Co., merchants, of Liverpool, acting for A. & S. Henry & Co., though not so expressed, but is an entirely regular and usual way of making a charter.

Page 71.

In addition to the above, Thomas Gilgan, one of the house of Milmo & Co., the consignees, was examined, and to the fifteenth interrogatory says: "She (the ship) belonged "and still belongs to Messrs. Corry & Laycock, merchants, "living in Manchester, England, and British subjects."

And to the sixteenth interrogatory: "The cargo on board "the Sir William Peel, when captured by the Seminole, "was and is the *bona fide* property of A. & S. Henry & Co., "residing in Manchester, England, British subjects, *pur-* "*chased by us in this port for them:* the cargo landed here "belonged to the same parties. I derive this knowledge "from the consignment and correspondence relative to the "consignment of the said cargo to us by the said A. & S. "Henry & Co."

And to the seventeenth:

"Their ownership was absolute, and exclusive of all other "interest."

And to the eighteenth:

"We had full instructions to invest the entire proceeds "of the inward cargo in cotton, and to fill up the Sir "William Peel for Liverpool."

Pages 60 and 61.

It may be remarked, that Gilgan is a witness entirely competent under the order for further proofs, and is absolutely unimpeached, and, moreover, a member of one of the conspicuous houses of Matamoras.

In addition to this, the well-known position of the house of A. & S. Henry & Co., the owners of the cargo, may be appealed to. They were and still are of a responsibility entirely competent to enable them to engage in the largest transactions, for they have long been one of the largest, possibly the very largest mercantile house in the world.

Opposed to this direct and positive evidence of the ownership of ship and cargo, there is *hearsay* and *suspicion.*

Arthur, the acting master of the Seminole, who swears that he was in Matamoras only once, and then for less than two days, says:

"*The general impression and repute* in Matamoras was, "that the cotton she was taking in was to pay for the cargo "she had delivered, and that said cotton belonged to the "Confederate government."

Page 33.

Haggart, deposes to the *general reputation* of the business houses in Matamoras, including Milmo & Co., and says:

"These are the principal business houses there, and "since the commencement of the war these houses have "been principally engaged in the Texas trade. I can "describe the principal character of their trade as receiving "cargoes of goods from Europe for the United States—dry "goods, provisions, arms and munitions of war—and dis-"posing of such cargoes to the military authorities of the "so-called confederacy in or about Brownsville, Texas. In "return for these cargoes, these houses purchase principally "cotton from Texas."

Page 38.

This is *general reputation*, to begin with; but if it were true, it is difficult to see why these Mexican houses could not lawfully carry on just such a trade, receiving and selling goods in Matamoras, although the military authorities of the Confederacy were the purchasers, nor why, in return, these houses might not buy cotton, though it came from Texas.

This witness, after further deposing that "*public notoriety*" made the cargo of the Sir William Peel consist of arms and munitions of war, and that by "*general rumor*" she was to be a privateer, (p. 38,) goes on to tell what two rebel officers told him, *one of them*, of the motive of General Kirby Smith in seizing Confederate cotton, which was, to enable him to receive cargoes under contracts; that the Sir William

Peel was spoken of in connection with these cargoes; *and the other*, that a particular friend of his was interested in the Sir William Peel, and that he had been receiving goods from the Sir William Peel.

Page 39.

Such *hearsay* is not evidence, and cannot be made the foundation of a decree.

This same witness upon his re-examination does not hesitate to swear that "Hale & Co., Milmo & Gilkin were acting "as agents for the Confederate government," but adds upon the re-cross-examination, "I knew this fact from the fact "that these houses were shipping cotton to the Sir William "Peel," (p. 39,) a *non sequiter* that not only destroys the first statement, but also shows the disingenuous zeal of the witness to swear to facts that might condemn, whether within his knowledge or not. And his afterthought of a further reason depending upon advertisements not produced, cannot shield him from the imputation.

Besides this mere hearsay, the libellants twice examined a discarded clerk of Milmo & Co., by whom it was sought to identify some of the cotton of the Sir William Peel as that which had been impressed by the Confederate States and so crossed over into Mexico; and a first reading of these depositions is calculated to create an impression unfavorable to the case of the claimants for the cargo, but a more critical examination will show that the witness did not know that a bale of the cotton, which he says he crossed over the river, went on board the ship. And when he undertakes to say that the M., of the mark M. A. L., means Milmo & Co., at the same time saying that he did not know what the last two letters, A. L., meant, he impeaches his own statement, for a person knowing the meaning of the first letter doubtless knew the last.

It may be further remarked, that the "written instructions" from Milmo & Co. and the "permits" for crossing the cotton, which papers, if produced, would verify the statements, are very conveniently absent, and, as he says, in New-York.

See bottom page 40 and top page 41.

Seven days after the first examination on January 7, 1864, viz., on January 14th, the witness undertakes to identify some cotton, which he says he saw in the Planters' Press in New-Orleans, as that which he had marked and crossed over the river.

He says: "The greatest part of the cotton I examined in "that press marked H. (A.) in a diamond, M. A. L., was to "*the best of my belief* of my own marking."

A clerk accustomed to marking goods would know his mark just as certainly as he would know his handwriting in any other form, and therefore when he swears to the *best of his belief*, and follows it with, "*In the lot of cotton I found* ONE *bale that I can solemnly swear to*," he does not present such an appearance as will induce a court to give any serious weight to his uncorroborated statements, especially when those statements, so far as they are of any importance, are in substance controverted by the evidence of Mr. Gilgan, who swears that the cotton shipped upon the Sir William Peel was "purchased by us in this port for them," A. & S. Henry & Co. (P. 60, Ans. 16.)

See the evidence of Garety, pages 40 to 43.

For another reason, the attempt to identify the cotton in the Planters' Press as the cotton of the Sir William Peel utterly failed, for no person says that the cotton which Garety saw there came from that ship rather than from any other. While the only proof in the record of the marks upon the Sir William Peel cotton is that found on page 28, where it appears that the forty bales of damaged cotton, sold by order of the court, was all marked with one mark, viz., M. & Co.

See page 83; but probably these marks were put on by the appraisers.

The examinations of this witness were doubtless had after the commission had gone to Matamoras under which Gilgan was examined. The commission is tested December 31, 1863. (See page 54.)

This evidence must be read, also, in the light of the prin-

ciple, that a purchase of cotton, by a neutral, in Matamoras or in Texas, whether of a private individual or of a Confederate agent, was lawful, and passed an unimpeachable title to the cotton, unless other facts existed to invalidate the transaction.

This is but the converse of the proposition in
The Bermuda, p. 551.

Gilgan has sworn that his firm bought the cotton for A. & S. Henry & Co. This evidence is not met by direct proof, but it is sought to affect it unfavorably by the intimations that the firm of Milmo & Co. were Confederate agents. But of this there is no proof. As has been seen, Haggart's declaration to that effect rested upon the fact that they, Milmo & Co., were shipping cotton to the Sir William Peel—that they exhibited an interest at the time of the seizure, and what he says of an "advertisement," concerning which his memory will not enable him to say that it was not a "hand bill." (Page 39.)

Garety's evidence on this subject will be seen to be, apart from a little unfriendly coloring, consistent with a business conducted by Milmo & Co., on their own account, purchasing cotton from whomever had it for sale. (Pages 40 to 43.)

Webster speaks only of reputation, (p. 52,) and that would follow from buying cotton in Texas, as is said, on page 53.

If Milmo & Co. were not Confederate agents, of which there is no proof, there is no fact to impeach the title of the cotton.

The witness, James Webster, a clerk to the U. S. Consul, saw something suspicious in the fact that the Sir William Peel had not obtained a certificate from the U. S. Consul.

It is a new usage which requires a British ship in a neutral port to obtain a certificate from the consul of another nation.

If such a usage existed, the certificate would not be applied for until the loading was completed. The Sir William Peel had not half her cargo on board when she was captured.

This witness also says, "Merchants at Matamoras purchase cotton from the agents of the so called Confederate government principally."

If this be true, a title acquired by such a purchase is not impeachable, for neutrals had a right to buy at Matamoras or in Texas, whatever cotton any one wished to sell.

(Webster's Ev., p. 52.)

A. If there be any sufficient evidence (which is confidently denied) of enemy's property in the cotton, there is no such evidence affecting the ship.

Ans. 7, p. 6.
" 14, p. 7.
" 37, p. 8.
Certificate of Registrar of Shipping, p. 71.

Upon the trial it was asserted that no evidence of title to the ship in Laycock & Corry was admissible except the bill of sale. (See p. 77.)

This proposition is not tenable. Some judges have expressed doubts upon the subject, but at common law the title to a ship may be proved like that of any other personal property. The bill of sale may be used, but it is not essential. Possession and acts of ownership are evidence of title.

3 *Kent*, 130, (margin.)
Wendover *vs.* Hogeboom, 7 *J. R.* 308.
Stacy *vs.* Graham, 3 *Duer*, 444, 452.

But whatever may be the rule in other cases, it is certain that a bill of sale is not a document of title carried by either English or American ships. If the owner has a bill of sale, as is usual, he keeps it and puts on board his vessel the register, which is the maritime evidence of nationality and title.

See *Jacobsen's Laws of the Sea*, p. 72.

It should be noted that the charter-party, granted by Corry & Laycock, the owners of the ship, stipulated that the "vessel is not to attempt to break any blockade," and "no injurious cargoes to be shipped."

See Charter, p. 71.

ciple, that a purchase of cotton, by a neutral, in Matamoras or in Texas, whether of a private individual or of a Confederate agent, was lawful, and passed an unimpeachable title to the cotton, unless other facts existed to invalidate the transaction.

This is but the converse of the proposition in
The Bermuda, p. 551.

Gilgan has sworn that his firm bought the cotton for A. & S. Henry & Co. This evidence is not met by direct proof, but it is sought to affect it unfavorably by the intimations that the firm of Milmo & Co. were Confederate agents. But of this there is no proof. As has been seen, Haggart's declaration to that effect rested upon the fact that they, Milmo & Co., were shipping cotton to the Sir William Peel—that they exhibited an interest at the time of the seizure, and what he says of an "advertisement," concerning which his memory will not enable him to say that it was not a "hand bill." (Page 39.)

Garety's evidence on this subject will be seen to be, apart from a little unfriendly coloring, consistent with a business conducted by Milmo & Co., on their own account, purchasing cotton from whomever had it for sale. (Pages 40 to 43.)

Webster speaks only of reputation, (p. 52,) and that would follow from buying cotton in Texas, as is said, on page 53.

If Milmo & Co. were not Confederate agents, of which there is no proof, there is no fact to impeach the title of the cotton.

The witness, James Webster, a clerk to the U. S. Consul, saw something suspicious in the fact that the Sir William Peel had not obtained a certificate from the U. S. Consul.

It is a new usage which requires a British ship in a neutral port to obtain a certificate from the consul of another nation.

If such a usage existed, the certificate would not be applied for until the loading was completed. The Sir William Peel had not half her cargo on board when she was captured.

This witness also says, "Merchants at Matamoras purchase cotton from the agents of the so called Confederate government principally."

If this be true, a title acquired by such a purchase is not impeachable, for neutrals had a right to buy at Matamoras or in Texas, whatever cotton any one wished to sell.

(Webster's Ev., p. 52.)

A. If there be any sufficient evidence (which is confidently denied) of enemy's property in the cotton, there is no such evidence affecting the ship.

Ans. 7, p. 6.
" 14, p. 7.
" 37, p. 8.
Certificate of Registrar of Shipping, p. 71.

Upon the trial it was asserted that no evidence of title to the ship in Laycock & Corry was admissible except the bill of sale. (See p. 77.)

This proposition is not tenable. Some judges have expressed doubts upon the subject, but at common law the title to a ship may be proved like that of any other personal property. The bill of sale may be used, but it is not essential. Possession and acts of ownership are evidence of title.

3 *Kent*, 130, (margin.)
Wendover *vs.* Hogeboom, 7 *J. R.* 308.
Stacy *vs.* Graham, 3 *Duer*, 444, 452.

But whatever may be the rule in other cases, it is certain that a bill of sale is not a document of title carried by either English or American ships. If the owner has a bill of sale, as is usual, he keeps it and puts on board his vessel the register, which is the maritime evidence of nationality and title.

See *Jacobsen's Laws of the Sea*, p. 72.

It should be noted that the charter-party, granted by Corry & Laycock, the owners of the ship, stipulated that the "vessel is not to attempt to break any blockade," and "no injurious cargoes to be shipped."

See Charter, p. 71.

SECOND.—Upon the second proposition under Point II., *that the ship was violating the blockade*, it does not seem that much need be said.

The cargo had, with very trifling exception, been actually discharged into Mexico, and from a point where the government do not claim that a blockade existed; and that part of the cargo which remained was in process of discharge.

A better answer can hardly be made to a charge of a design to break the blockade, than evidence that the voyage was ended and the blockade untouched.

The homeward cargo was being put on board from the same point at which the outward cargo was landed.

See pages 2 and 3, above.

That the government did not claim that the Rio Grande was blockaded, see

> Mr. Welles to Mr. Seward, Message and Documents, Dep't of State, Part 2, 1864–65, page 548.

The language is: "The whole coast of Texas, *except such "part as may be necessary for access to the port of Browns-"ville*, is to be regarded as under blockade."

THIRD.—The third proposition suggested above is, *that the cargo was contraband, and designed for delivery to the enemy.*

The answers are perfect:

a. The ship carried no contraband of war. What she in fact had on board, appears on pages 6 to 8 above, and the references. Arthur's statement (pp. 33 and 34) of the "*general opinion*" and "*general notoriety*" in Matamoras, Commander Woolsey's *guns*, which he did not see, (pages 35 and 36,) and Haggart's statement of the "public notoriety" that the cargo comprised arms and munitions of war, (page 38,)

have no weight in opposition to the proofs above referred to.

See, as to what is contraband,

1 *Kent*, 138–9, *note* (*b.*)
8 *Stat. at large*, 125.
Mr. Pickering to Mr. Pinckney, at Paris, June 12, 1797, 2 *Elliott's Diplomatic Code*, 524–5.

b. The presence of the flags, the signal guns, the keg of powder, with the muskets, &c., which were not cargo, but belonged to the ship, can have no effect upon this question; all the facts and explanations deemed requisite on this subject are given above at pages 4 and 8.

Moreover, contraband only in considerable quantities subjects a ship to seizure.

Wheaton's El. Int. Law, 565.
The Atalanta, 6 *Rob.* 440–455.
Hazlett's Manual, &c., p. 222.

c. If any objection existed to the cargo, a delivery of all but the merest remnant had been accomplished, and after the fact of delivery the ship was not liable to seizure.

So, too, had the ship been seized with contraband on board, and sailing to an enemy's port, she would be released, although the cargo might be condemned.

Wheat. El. Int. Law, 567, 8.
1 *Kent*, 142, 143, (margin.)
The Imina, 3 *Rob.* 168.
The Santissima Trinidad, 7 *Wheat.* 283.
Mr. Welles to Mr. Seward, Message and Documents, Dep't of State, Part 2, 1864–65, p. 548.

The language of Mr. Welles is:

"I do not understand our government to claim the right "of capturing ships for having carried contraband of war "after the contraband has been actually landed, unless the "contraband has been landed by them in a blockaded port, "and they are on the return voyage from such ports.

d. If the outward cargo were contraband and were still on board, there was no evidence of any design to deliver it to the enemy.

Haggart's statement of what James K. Spear, a Quartermaster's clerk, told him of the interest of his "particular friend" in the Sir William Peel, and that he had been receiving goods from her, is not evidence. (P. 39.)

See Gilgan's Evidence, Ans. 12, 13 and 18, pp. 60 and 61.
Master, Ans. 16, p. 7.
Mate, " 16, p. 15.

A. If it be again claimed by the libellants, as was done in the case of the Peterhoff, that by reason of the contiguity of Matamoras to Brownsville, a voyage to Matamoras was unlawful, we reply that there is no authority for such a doctrine. That the cases relied upon are not in point. The two principal of those cases were, The Zelden Rust, 6 *Rob.* 94, and The Maria, 6 *Rob.* 201.

In the former the only question was, whether cheese carried to Corunna, in the same bay with Ferrol, was contraband; the latter being a place of naval equipment, and both being Spanish ports.

In the latter case, both banks of the Weser were French, and the mouth was blockaded. The neutral city of Bremen lay up the river—the question was, whether trade from that city was lawful, and it was held not.

In our case, on the other hand, one half of the river was Mexican—trade with Matamoras active, and carried on from our own ports under clearances from our own Custom houses;

and, moreover, it was not claimed by the U. S. Government that any blockade of Brownsville existed.

Mr. Welles to Mr. Seward, Message and Documents, Dept. of State, Part 2, 1864–65, p. 548.

See also The Frau Margaretha, 6 *Rob.* 92.
The Jonge Pieter, 4 *Rob.* 79.

FOURTH.—The fourth proposition, *that the ship was to be made a privateer*, is without a shadow of evidence except the *general notoriety* deposed to by Arthur, on page 34, and the *public notoriety* of Haggart, on page 38. It is true that the commander of the Seminole thought she had 140 men and nine or ten eleven-inch guns under her cotton, but for this there was no foundation.

See Ans. 3, 8 and 10, p. 6.
" 38, p. 8.
" 41, 2 and 3, p. 9.
" 8 and 10, p. 14.

Under the four subdivisions of *Point II.*, the endeavor has been to consider every principal objection that could be urged against the voyage of the Sir William Peel, for her condemnation, or the condemnation of either outward or homeward cargo, and it is submitted with confidence that the decree for restoration should be affirmed.

The other propositions which it is deemed proper to state are briefly as follows:

Point III.

The evidence "*in preparatorio*" of the witnesses not on board at the time of capture, and having no connection with the ship, was properly excluded by the court below, and will not be considered here.

But if considered it will be found to be made up of hearsay and conjecture.

See 1 *Wheaton R.*, pp. 498, 499, Appendix.
See page 30 for the order.
The evidence excluded is on pages 9 to 13, 16 to 20, and 23.

Point IV.

The Government of the United States could not object to the trade of neutrals to Matamoras, whether the trade had been increased by the war or not, when they at the same time allowed their own citizens to engage in that trade, and cleared vessels without number from their own custom houses for that port.

Point V.

The Government of the United States did not, *as between them and the Government of the claimants*, claim a right to seize this vessel in Mexican waters. The right is expressly disclaimed by Mr. Secretary Welles, in his letter to Mr. Seward, and by him sent to Lord Lyons, in March, 1864.

Message and Documents, Dept. of State, Part 2, 1864-65, pp. 547, 548.
See Lord Lyons' letter, to which this disclaimer was an answer, on page 536, &c.

1. Though it be conceded that, by the law of nations this Government could, *as between her and the captured*, disregard the rights of Mexico and capture British ships in her waters, such concession does not affect this case; for the United States may waive that strict right and pursue the more generous and the more honorable course, as in fact she has signified her design to do, by the letter of Mr. Welles above referred to, as sent to Lord Lyons.

2. The Government of Great Britain has a right to claim of Mexico that she shall insist upon the restoration of the property captured in her waters; and if Mexico do not, Great Britain may seek indemnity from Mexico, who will have as clear a right to indemnity from the United States. It is believed that there is nothing illogical in this statement, and to sustain it reference is made to

Moxon *vs.* The Fanny, 2 *Peters' Decisions*, 323.
1 *Kent*, 117, 121, (margin.)

The result in the end is, that the United States must pay for the ship and cargo; but in the meanwhile, if restoration is not made in the prize court, the captors who have violated the policy and instructions of their government, obtain one half the value of ship and cargo, and are thus rewarded for an act that ought to be punished by a court martial.

It is submitted that there is neither wisdom nor propriety in an interpretation of the law of nations that makes such a result possible. And in view of the disclaimer of this Government, made to the British Government, before referred to, it is confidently insisted that such an interpretation will not be made.

3. For a reference to the evidence that the Sir William Peel was captured in Mexican waters, see pages 5 and 6, above.

Point VI.

There was no well grounded suspicion against either ship or cargo, and they should have been restored without the imposition of costs.

The place of seizure makes this right of the claimants the stronger.

Point VII.

It is submitted that the appeal of the libellants should be dismissed, and the decree affirmed as to all but the costs, and as to the costs, the decree should be reversed.

AUGUSTUS F. SMITH,
Advocate for Claimants.

January, 1867.

Supreme Court of the United States.

THE UNITED STATES
vs.
The Steamship SIR WILLIAM PEEL and cargo, JESSE THORNHAM, Master and claimant, intervening.

This ship is claimed by the master *virtute officii*, acting in behalf of Thomas Anthony Corry and Robert Laycock, British merchants, residing in Manchester, England, and the cargo in behalf of A. & S. Henry & Co., British merchants, residing in the same place. The vessel was captured on the 11th day of September, 1863, by the United States steamer Seminole, while lying at anchor, taking in cargo, in the harbor or roadstead of Matamoras, and within the territorial jurisdiction of Mexico, and was carried into the port of New-Orleans for adjudication. The court below, by its decree, restored the vessel and cargo to the claimant, but refused to decree costs and damages. From this decree of restitution the attorney for the United States appealed to this court, and the claimant appealed from the decree refusing to allow costs and damages.

In taking the depositions *in preparatorio*, the commissioners took the depositions of Robert K. Clark and Thomas C. Haggart, persons not on board the captured vessel. The court, by an order made the 5th of November, (see record, top page 30,) ruled these depositions out of the case. They have, nevertheless, been copied into the transcript of the record, and are to be found at the top pages 9, 16 and 23. They are not, properly, in the case.

On the 20th of November the court, on motion of the attorney for the United States and the captors, ordered "that time be granted to the district attorney, and to the attorney for the captors, as well as to the claimant's attorney, to procure further evidence in this cause." This order was not asked for by the claimant's attorney. (See the motion and order, top pages 30 and 32.) Under this order, the district attorney examined *ore tenus* before the prize commissioners and took the depositions of Charles G. Arthur, (page 33,) Haskell Crosby, (page 35,) Thomas C. Haggart, (page 38,) James Garety, (pages 40 and 42,) James Webster (page 52) and James Foley, (page 39;) and the claimant's attorney took the depositions of M. B. Woolsey, (page 35,) Robert Dalzell, (page 56,) James Baker, (page 57,) Joseph Cooper (page 58) and Thomas Gilgan (page 60.)

Point I.

We contend that the order made in the court below, (top pages 30–32,) so far as it granted to the captors time to procure further evidence in the cause, was improperly granted by the court; the captors not being entitled, under the circumstances of the case, to any such order; and, particularly, they were not entitled to an order granting them leave to produce further proof in the case generally, without specifying any particular matter or point to which the further proof should be directed. The evidence to acquit or condemn, with or without costs or damages, must, in the first instance, come merely from the ship taken, viz.:

the papers on board, and the examination, on oath, of the master and other principal officers. If there do not appear from thence ground to condemn as enemy's property, or contraband goods going to the enemy, there must be an acquittal, unless from the aforesaid evidence the property shall appear so doubtful that it is reasonable to go into further proof. The claimant is often allowed to supply further proof of his neutral ownership. The captor is rarely allowed to produce other proof than what is furnished by the ship's papers, and the testimony of persons on board; and when he is allowed to produce further proof, the order should confine such proof to a particular point or matter.

Letter of Sir William Scott and Sir John Nicholl, to John Jay, 1 *C. Rob. Appendix*, 389.
The Sarah, 3 *C. Rob.* 330.
The Haabet, 6 *C. Rob.* 54.
The George, 1 *Wheaton*, 408.

We claim, therefore, that the depositions of Charles G. Arthur, Haskell Crosby, Thomas C. Haggart, James Garety and James Foley shall be stricken out of the case as improperly taken, and not be read or considered by the court, and that the cause shall be heard and decided in this court as it ought to have been in the court below upon the claim itself, upon the papers found on board the vessel, and the depositions of the master and persons on board the vessel at the time of the capture. These are the depositions of Jesse Thornham, master, page 6; Charles Pycraft, mate, page 13, and Price Rees, seaman, page 20, and none others.

Point II.

The depositions taken *in preparatorio*, and the papers found on board the vessel at the time of the capture, are the depositions of Jesse Thornham, the master of the vessel, (top page 6;) Charles Pycraft, chief mate, (top page 13;) Price Rees, seaman, (top page 20;) the log-book, cargo book and

other papers. On the claim itself, these depositions and papers, the claim stands thus:

Captain Thornham, who has no interest in ship or cargo, deposes, in substance, that this vessel, a merchantman built in London, of the burthen of 1,044 tons, commanded by Jesse Thornham, who was born in and resides in Hull, England, and which was at the time of the capture owned by Messrs. Laycock & Co., residing in Manchester, in England, who engaged Thornham to take charge of the ship, sailed under British colors from Liverpool, England, on the 15th day of May, 1863, that being her last clearing port, having on board a crew of forty-nine or fifty men, all Englishmen but one or two, and bound to the harbor or port of Matamoras, with a general cargo consisting of tanners' earth or gambier, sumac, boots in cases, bar iron, hoop iron, baled goods, &c. The cargo contained no contraband of war, and was owned by Messrs. Henry & Co., Englishmen, residing in Manchester, who shipped the goods. The cargo was to be delivered to Messrs. Milmo & Co., a Mexican firm at Matamoras, for the benefit of Messrs. Henry & Co., and continued to be theirs after arrival at Matamoras, the consignees having no interest except the commissions. This cargo of merchandise, or nearly the whole of it, was, before the capture, unloaded in the port of Matamoras and delivered to Mexican lighters. The vessel was captured within sight of thirty-five or forty other merchant vessels in the port of Matamoras, about two miles distant from the shore, in six fathoms of water, the Mexican flag-staff bearing W. N. W. when she was captured. She had part of the outward cargo still on board, and nine hundred and four bales of cotton of the homeward cargo. At the time of the capture the vessel was loading and discharging at the same time. The homeward cargo, cotton, was shipped from Matamoras to the Sir William Peel in Mexican steamers and lighters, and was being received on board according to the charter-party for Liverpool. In answer to the 14th interrogatory, "Who were the owners of the vessel and goods, concerning which you are now examined, at the time

of their capture and seizure?" Captain Thornham says: "Messrs. Laycock & Corry, of Manchester, were the owners of the ship. The goods were owned by Henry & Co., of Manchester; their house shipped the goods. The owners of ship and cargo are Englishmen, and have always lived in England." In the claim interposed for the cargo captured, (page 25,) he swears, "that the said A. & S. Henry & Co. are the *bona fide* owners thereof, and that no other person is owner thereof." In the claim put in for the ship, (page 26,) he swears, "that John Laycock and T. M. Corry are the true and *bona fide* owners thereof, and that no other person is owner thereof," and "that they are British subjects, residing in Manchester, in the Kingdom of Great Britain." The vessel being seized in port after having delivered nearly all her outward cargo, and while receiving on board her homeward cargo, the deposition says,,there were no bills of lading signed for the goods (the cotton) seized on board. There were no bills of lading on board, and none signed to my knowledge which were false or colorable. "The only papers on board that related to the cargo were the receipts for the cargo delivered to the Mexican lighters. All the other papers belonging to the vessel were in the hands of the English Consul and the consignees of the ship at Matamoras." The ship never attempted to enter any blockaded port, and was never warned off from any blockaded port.

Charles Pycraft, chief mate, deposes, that he was born and lives in Yarmouth, England. The seizure was made in Mexican waters, thus: the boarding officer said he had come on board to take the ship. A few moments afterwards, the officer of the capturing vessel—the commander of the vessel—came on board the Sir William Peel, and stated that "he had come on board to seize the ship." The witness asked the reason, and the reply was, "That the Sir William Peel had arms and ammunition stowed on board." Thirty other vessels were in sight at the time. The vessel sailed under English colors, and carried a crew of forty-nine persons—all Englishmen, but two. The vessel, at the time of her

seizure, was loading for Liverpool. The voyage began at Liverpool and was to have ended at Liverpool. When she left Liverpool she had a cargo of tanners' earth, sumac, bars of iron, bundles of iron, cases of boots, and bales of merchandise; when she was seized she had on board thirty axes, two hogsheads of hardware, about ten casks of soda, and nine hundred and four bales of cotton. Most of the things here enumerated were delivered at Bagdad, Mexican shore. The vessel sailed previously to the capture from Liverpool, but stopped on the way at Jamaica to coal. He does not know the owners of the goods or cargo on board, but believes they belong to two Manchester gentlemen, both natives of Great Britain, and residents of Manchester. If the vessel and cargo are released, I believe that the cargo would belong to gentlemen in Manchester, and the ship to English owners. The outward bound cargo was in possession of English owners, and the homeward bound cargo was from people living in Matamoras, and the cargo, had it reached Liverpool, would have belonged to British owners, but he does not know to what particular owners. That he knows nothing of any papers belonging to the vessel, except the ship's articles, the log book and cargo books, his duty being to take in and deliver cargo, and see that the men did their work, and beyond these duties he had nothing to do with matters connected with the ship. The homeward bound cargo, or at least so much as was on board at the time of the seizure, was put on board the vessel by lighters and steamers from the shore, the things lightered to the vessel, being loaded on the lighters and steamers at Bagdad, Mexico. There were two eighteen-pounders mounted on the spar-deck, fifty stand of old muskets, seven or eight pistols, and some old cutlasses and some old tomahawks; and there were some forty pounds of powder, some blue lights and some rockets on board. The eighteen-pounders were put on board the vessel, I believe, while she was in the English transport service, and the same may be said of the other weapons. The rockets and the lights were carried as night signals. *There was no other warlike material on board at any time not here enu-*

merated. I do not know by what authority the eighteen-pounders, the muskets, the pistols and the tomahawks were put on board of the vessel. They were on the ship when I took possession as chief officer. The vessel arrived in the harbor, I think, about the 22d June, 1863, and has been there hard on to three months, discharging her cargo and loading; and whilst so doing, there had been as many as four American gunboats lying in sight of her at one time, and no officer from any of them ever came on board the ship. The officers of the French gunboat, Melange, did board the ship, examined the manifest and cargo of the ship, stating that there were neither arms nor ammunition on board of the ship.

PRICE REES, seaman, says, the vessel sailed under English colors, and was captured in the roadstead, off the mouth of the Rio Grande. I have seen a Portuguese flag on board. I understood the flag was on board when the vessel was purchased from the Portuguese government. She had on board two eighteen-pounders, muskets, bayonets, balls, &c. When the vessel left Liverpool, her cargo was case goods—bales, casks, iron, iron axles—a general cargo. He don't know that the vessel had any contraband goods on board.

The ship, on being carried into New-Orleans, was there discharged of her cargo, and a special survey was held. The surveyors' report is found at top page 24 of the record, and the bill of expenses for discharging the cargo at page 27. According to the surveyors' report, the vessel carried on her upper deck two eighteen-pound guns, rigged in port-holes. The vessel had on board one 25 pound keg of gunpowder, twelve muskets, in racks in companion-way, ready for action, thirty-five muskets in order, in room amidships, eleven tomahawks, forty-six cutlasses, &c. Among the dunnage, partly concealed, the surveyors say, they found a lot of solid round shot and a quantity of grape-shot, and between decks, aft, a lot of grape-shot, loose; and between decks, forward, found two casks, marked M. & Co., in a diamond, the contents of

which were iron rings, used for artillery harness, "all of which," they say, "are contraband of war." The surveyors further report that the ship's original name, as cut in the glass door, was "Don Pedro Segundo," built in 1855 for the Portuguese government, for a vessel of war, her marine engines being placed six feet below water line. The powder magazine had been removed, to make room to stow the cotton.

Point III.

Now the above is substantially all the testimony which bears upon the question of prize or no prize, which was in the case at the first hearing, and before the order for further proof was given by the court, and we contend that on this testimony the court below ought to have restored to the claimant, and this court ought now, upon the same evidence, to restore to him the vessel and cargo, with costs and damages.

1. Because the capture was illegal, it having been made within the territorial jurisdiction of Mexico. The fact itself is positively sworn to by Captain Thornham, who says, that the vessel lay about two miles distant from the shore, the Mexican flag staff bearing W. N. W. It is also sworn to by the mate. The court will not listen to this objection, coming from the mouth of an enemy claimant, for he has no standing in court to make the objection; but we contend that it will listen to the objection coming from the mouth of a neutral, and will protect him against a capture of his property in a neutral port.

2. Because the ship and cargo were sufficiently proved to be owned by neutrals, there being no testimony in the case tending to show the existence of any enemy interest therein, and no attempt to violate blockade or to carry contraband of war to the enemy is shown. The two eighteen-pound guns mounted on carriages, the powder, muskets, tomahawks, boarding-pikes, ball cartridges and other warlike instruments, were a part of the furniture of the ship, and had been on board ever since the ship was in the service of the Portu-

guese government, and were kept on board, in part for use, in part for ornament. The balls and grape-shot were of no value, and were used for ballast or dunnage. The eighteen-pounders were used for signal guns.

Point IV.

If the court should be of the opinion that the case was one which called for further proof on the part of the claimants, then we have that further proof in the additional depositions of Commander M. B. Woolsey, Charles Hargett, Robert Dalzell, James Baker, Joseph Cooper, S. E. Langdon, Thomas Gilgan, and in the ship's certificate of registry, agreement with the crew, charter-party, &c.

The deposition of M. B. Woolsey (top page 35,) proves conclusively that the vessel was captured in Mexican waters. He was in command of the United States steamer Princess Royal. The first time I took the bearings of the Sir William Peel, what I assume as the boundary line passed over her quarter deck—the ship lying with her head to the southward. The anchor was in Mexican waters, with forty-five or sixty fathoms of chain out. A few days after my arrival she got underway in the night, and went further to the southward. In her new position there was no question about her being in Mexican waters. The Sir William Peel lay about a mile from the Princess Royal, not so far, he says, "but I could see her hoisting out guns into a steamboat to send them ashore. These guns were cannon. I was not near enough to see what kind of purchase was used to hoist them out. I did not see the guns hoisted out myself, but it was reported to me by the officer of the deck whom I had ordered to watch the Sir William Peel, that the Sir William Peel was hoisting out guns into the steamboat. I remonstrated with the captain of the port, in the name of the United States, against her landing guns. He sent the reply that it was not a gun that I saw, but machinery belonging to some mill or factory in Matamoras. This communication, so

so far as my memory serves me, was verbal, and I will examine my papers to see if I have any written notice of the fact. If so, I will report it to the court."

It may here be remarked of the testimony concerning the gun, that the whole of it is hearsay. The deponent neither saw the gun hoisted nor did he see the captain of the port. He remonstrated with the captain of the port, *i. e.*, sent him a verbal message by a subordinate officer. The captain of the port sent word back that it was not a gun but machinery. The officer of the deck was ordered to watch the Sir William Peel. It would be an easy matter for him, in obeying this order, to see, at the distance of a mile, big guns in every cask, bale or package hoisted out. But the whole is mere hearsay.

Charles Hargett (top page 44) was the master of the steamer Labuan, lying in the same waters. His deposition (page 44) simply proves that the Sir William Peel was captured in Mexican waters. He says that the north point of the Rio Grande bore from the Labuan west by north half north. The Sir William Peel was lying about half a mile from the Labuan to the south.

Robert Dalzell, of Boca del Rio, (top page 56,) otherwise known as Bagdad, in Mexico, deposes that he is thirty-two years of age and has been a pilot of the steamboat Matamoras since 1862. I was at Bagdad when the steamer Sir William Peel arrived at the mouth of the Rio Grande in the summer 1863, and was there when she was captured by the steamship Seminole. The Sir William Peel remained at the mouth of the Rio Grande about two and a half months. The Sir William Peel first anchored to the north of the line which divides Mexico from Texas. I know so from being on board of her, and being acquainted with the situation of the line. I understand the dividing line was due east from the middle of the bar channel. I do not know whether it is changed by the shifting of the bar. The bar is so changeable that no chart can be correctly given. She

changed her position twice from her original anchorage. To the best of my knowledge she was south of the channel of the bar the first time she changed her anchorage, and the second time one and a half miles south of the second anchorage. The cargo of the Sir William Peel consisted of what is termed a general cargo, and I certify that I discharged her according to the manifest and the permit of the Mexican Custom House. It was landed at Matamoras. It was discharged by the steamer Matamoras, from thence to the steamers Mustang and James Hale, who conveyed it from Bagdad to Matamoras. I do not know of any portion of the cargo being landed at any place other than the Mexican shores. All that came ashore came to Bagdad, from thence to Matamoras.

To the 11th interrogatory, "Do you know whether or not cannon or other munitions of war were parts of said cargo, or whether such were landed from the Sir William Peel either on the Mexican or Texan shores?" he answers, "To my knowledge, there were none." I think the cargo was consigned to Messrs. Milmo & Co., of the city. I know that it was regularly entered in the Custom House at Matamoras. Milmo & Co. are merchants in good standing. I think Mr. Milmo and Mr. Gilgan, two of the firm, are natives of Ireland. I do not know the other members of the firm. I do not know whether they are naturalized citizens of any other country or not. The return cargo of the Sir William Peel consisted of cotton. About nine hundred bales were on board at the time of the capture. It was not the whole amount engaged, some fifteen hundred bales being left on shore.

James Baker, (top page 57,) lighterman, aged twenty-three years, resides at Bagdad, and was there when the Sir William Peel arrived. She remained off the mouth of the Rio Grande about two and a half months. When she first anchored, her anchor was on the Mexican side of the Rio Grande boundary line which divides Mexico from Texas. Perhaps her stern may have been on the Texas side of the

line. She changed her position from her first anchorage only once to my knowledge. She anchored the second time about two miles to the southward of the mouth of the Rio Grande. He does not know of what the cargo consisted. I believe that the entire cargo was landed at Matamoras, as called for by the manifest. It was taken ashore by the steamboat Matamoras. (The witness answers to the 10th, 11th, 12th and 13th interrogatories that he does not know. It is plain that he did not understand the meaning of the questions.) He says the outward cargo of the Sir William Peel consisted of cotton. At the time of her capture she had on board 904 bales. He does not know to whom the vessel or cargo belonged. He was a stevedore for the Sir William Peel.

Joseph Cooper, (top page 58,) aged 37 years, a lighterman and warehouseman, resides at Bagdad. I was off the Rio Grande when the Sir William Peel arrived, and at Matamoras when she was captured. In my opinion she anchored at the north of the dividing line when she first arrived. She changed her position twice. Her second was close to the bar in Mexican waters. Her third was about two miles to the southward of the bar, also in Mexican waters. Does not know of what the cargo consisted. It was landed at Matamoras. It was discharged into the steamboat Matamoras, and landed by me at Bagdad, from thence carried by steamboats Mustang and Hale to Matamoras. No portion of said cargo was landed on any other than the Mexican shores. The whole of said cargo was conveyed from the ordinary landing at Bagdad to Matamoras.

To the 11th interrogatory, "Do you know whether or not cannon or other munitions of war were parts of said cargo, or whether such were landed from the Sir William Peel either on the Mexican or Texan shores?" he answers, "I know not." He either does not understand the question, or he means to be understood as saying that all the cargo put in the lighters was conveyed to Matamoras, but still he does

not know what may have been landed from the Sir William Peel without the use of those lighters. He says that the cargo was consigned to Milmo & Co., Matamoras. Their standing is first-class; two of the firm are Irishmen. The outward cargo consisted of cotton, 904 bales being on board.

S. E. Langdon (top page 59) resides at Bagdad, is forty years old, and was purser of the steamboat Matamoras. He was at Bagdad when the Sir William Peel arrived and when she was captured. She remained off the mouth of the Rio Grande about two months. When she first arrived she anchored a little to the north of the dividing line. I know this from having been on an unofficial survey—the dividing line running due east from the midde of the channel of the Rio Grande. She changed her position twice. The first time she was towed by the steamboat Matamoras, near to the bar, and anchored about on the line. This was done to facilitate the discharge of her cargo. I can only itemize the following parts of her cargo: 1,500 to 1,800 bales of materials for the use of tanners, shoes, blankets, casks of trace chains, and some 400 or 500 iron axles for common road wagons. The whole cargo was discharged into and conveyed on shore by the steamboat Matamoras, and conveyed from the ordinary place of landing at Bagdad to Matamoras.

To interrogatory 11th, "Do you know whether or not, cannon or other munitions of war were parts of said cargo, or whether such were landed from the Sir William Peel, either on the Mexican or Texan shores?" he answers, "I know not." (The witness here either does not understand the question, or he means to be understood as saying, he does not know what may have been landed from the Sir William Peel, on the Mexican or Texan shore, without using the lighter, on board of which he was the purser. He had already said that the whole cargo, *i. e.*, all that he knew any thing about, was landed by the steamboat Matamoras, of which he was the purser, at Bagdad, and conveyed thence to Matamoras.) The cargo was consigned to Milmo & Co., of Matamoras. Their standing is first class. The house has

been established in Matamoras six or seven years. The outward cargo consisted of cotton.

THOMAS GILGAN, (top of page 60,) aged 32 years, a merchant, and partner in the house of Milmo & Co., of Matamoras, and residing there. I was at Matamoras at the time of the arrival and at the time of the capture of the Sir William Peel. She had lain at the mouth of the Rio Grande about three months. Annexed to his deposition is a certified copy of the manifest of the cargo. The whole of the cargo was landed at Matamoras, as called for, by the manifest, with the exception of a few packages which were on board at the time of capture. The cargo was discharged into and conveyed on shore by the steamboat Matamoras. The whole of said cargo was taken to Matamoras from the ordinary place of landing, with the exception as stated above.

To the 11th interrogatory, "Do you know whether or not cannon or other munitions were parts of said cargo, or whether such were landed from the Sir William Peel, either on the Mexican or Texan shores?" he answers, "I know not." (The witness had already said that the whole of the cargo, as called for by the manifest, except a few packages left on board, was landed at Matamoras, and he annexed a copy of the manifest.) The cargo was consigned to Milmo & Co., subjects of Great Britain, and he annexes a copy of the custom-house permit to land the cargo. The house has been established about two years. The outward cargo consisted of cotton. There were engaged for her three thousand bales; 904 bales of this were on board when she was captured, and 156 bales were at Bagdad, ready to go on board. The Sir William Peel belonged and still belongs to Messrs. Corry & Laycock, merchants and British subjects, residing in Manchester, England. The cargo on board the Sir William Peel, when captured, was and is the *bona fide* property of Messrs. A. & S. Henry & Co., residing in Manchester, England, and British subjects, PURCHASED BY US IN THIS PORT FOR THEM. The cargo landed here belonged to the same parties. I derive this knowledge from the consignment and correspondence

relative to the consignment of the said cargo to us by the said A. & S. Henry & Co. *Their ownership was absolute and exclusive of all other interests.* We had full instructions to invest the entire proceeds of the inward cargo in cotton, and to fill up the Sir William Peel for Liverpool. If said proceeds did not furnish cotton enough, then to take any freight offering for that port sufficient to load the vessel, at the ruling rate of freight. We accordingly had (with what was bought with the proceeds of the inward cargo and what was engaged) ready for the Sir William Peel, three thousand bales of cotton, the quantity thought to be necessary to fill her.

The certificate of the registry of the Sir William Peel, dated at London, 23d June, 1858, with the endorsements thereon, showing that the vessel was built in Kent, England, sold to foreigners and by them called "Don Pedro Segundo," and that Thomas Anthony Corry and John Laycock, of Manchester, England, were, on the 24th day of April, 1863, owners thereof, and that on the 29th day of April Jesse Thornham had become master, is found at pages 70, 71 of the record.

The agreement with the crew, showing that the voyage was from London, *via* Liverpool, to Matamoras, thence, if required, to any other place in the West Indies and back to the port of final discharge of cargo in the United Kingdom, is found at page 72, and the charter-party at page 71, showing the voyage to be from Liverpool to Matamoras and back to Liverpool.

A copy of the manifest of the cargo, entered at the Custom House and landed at Matamoras, commences at page 62. The Collector of the port at Matamoras certifies to the manifest at page 69, and Thomas Gilgan annexes the copy to his deposition. The original is, of course, in the Custom House at Matamoras.

Point V.

The testimony above recited proves—

1. That the vessel was captured in the neutral waters of Mexico.

2. It proves that the vessel was owned at the time of the capture by Thomas Anthony Corry and John Laycock, British merchants, residing in Manchester, England, and the cargo was owned by Messrs. A. & S. Henry & Co., British merchants, residing in the same place. There is no evidence in the case that the vessel had violated or attempted to violate any blockade, or had carried or attempted to carry any contraband of war to the enemy. On the contrary, there is affirmative evidence in abundance that the vessel's trade was confined to Mexico both in delivering her cargo from Liverpool and in receiving her return cargo. I shall not here underrate the intelligence of the court by attempting to prove that this trade was lawful.

Point VI.

We have contended and do contend that the captors were not entitled to produce further testimony, and that the order of the court below granting them leave to do so was improvidently granted. If the court should differ with us on this point, then it will be necessary to examine the further testimony produced by the captors, contained in the depositions of James Foley, Charles G. Arthur, Haskell Crosby, Thomas C. Haggart, James Garety and James Webster. We do not object to the testimony of these witnesses on account of any fears that it may damage the cause of our clients, but simply on principle, because it is inadmissible

JAMES FOLEY (top page 38, at bottom) says, he was a seaman on board the Sir William Peel. When the Sir William Peel came to the mouth of the river she was loaded with a general cargo. She had no other guns than two on the ship's deck. Don't know what was in the boxes. I don't think we had tarpaulins on the side of the Princess Royal when she was unloading, but we had canvas on the ship to protect the men from the sun.

CHARLES G. ARTHUR, (top page 33,) acting master of the Seminole. The mouth of the river bore west by south from the Seminole at the time of the capture. He does not state how it bore from the Sir William Peel. I was in Matamoras. The general opinion in Matamoras was that the Sir William Peel had loaded and discharged a cargo of contraband goods, such as army clothing, blankets, munitions of war, drugs and medicines.

HASKELL CROSBY, (top page 35,) an ensign in the navy on board the Seminole. He says the position of the Seminole at the time of the capture was W. by S. ½ S., by compass, from the mouth of the Rio Grande, and at that time the Sir William Peel bore south by compass, distant about twenty-five yards, as nigh as the eye can judge. This position would locate both vessels on the land in Mexico.

THOMAS C. HAGGART: (top page 38:) I am acquainted and have lived in Matamoras these twelve months past. It was generally known in Matamoras that the Peel was at the mouth of the Rio Grande. The public notoriety about the Sir William Peel was as to her size; second, as to the cargo she had; and third, as to the disposition to be made of that vessel after leaving the port of Matamoras. Her size was unusual for a vessel in these waters; her cargo comprising arms and munitions of war. It was the general rumor that she was to receive her cargo of cotton, go to Havana and Nassau, and there discharge her cargo, and then become a privateer. Hale & Co. and Milmo & Gilkin

were acting as agents of the Confederate Government. I knew this fact, from the fact that these houses were shipping cotton to the Sir William Peel, and also from the interest they exhibited at the time of the seizure. They had published advertisements to this effect in hand-bills.

James Garety (top pages 40–42) lives in New-York; has lived in Matamoras, Brownsville and neighborhood, and was in the employment of Messrs. Milmo & Co. From the account given in his two depositions, he seems to have been employed by Milmo & Co. for a time in marking various lots of cotton, and getting them across the river from Brownsville to Matamoras, which he understood was to be shipped by them; and a portion of the cotton, so marked and crossed over by him, he understood was to be shipped in the Sir William Peel; but he never saw any of the cotton shipped or put on board any vessels. The permits, handed him for crossing the cotton, stated: "Cross this cotton as property of the Confederate Government," and were signed by Col. Latham and Gen. Bee. Latham was colonel in the Confederate army, and Confederate collector at Brownsville. General Bee was the Confederate commander of the port. Some of these permits were handed him by the clerk of the Collector, and some by Mr. Gilkin, of the firm of Milmo & Co. Saw a bale of cotton in the Planters' Press, in New-Orleans, belonging to a lot of four bales, which he can solemnly swear to as a bale which had been turned over to him by the agent of the Confederate States Government in Brownsville, in the month of July; and he marked the four bales H. (A.) in a diamond, M. A. L., which means Quartermaster Hart, in the Confederate service in Texas. These four bales had been turned over to me to pass them across the Rio Grande as Confederate States' property, and I did so pass them across. There are in the Planters' Press, I should judge, 150 bales marked H. in a diamond, M. A. L. General Bee had issued an order in the month of

July to impress one bale in five of all the cotton in Brownsville. I passed over about a hundred bales of impressed cotton.

Nothing as to the ownership of the cotton can be inferred from the marks on it; the planter putting on one mark, the first purchaser another, the second another, and so on.

JAMES WEBSTER (top page 52) is clerk to the Consul of the United States at Matamoras. Cotton is brought from the cotton-growing portions of Texas to the Rio Grande, and crossed at Free Port Ferry principally, and at Brownsville Crossing, to Matamoras. Cotton is so brought by the agents of the so-called Confederate Government. The Confederate Government seized all the cotton on the Texan side of the Rio Grande twice to my knowledge. The Confederate Government controls the cotton in Texas, but cannot say that they claim to own the whole of it. Merchants at Matamoras purchase cotton from the agents of the Confederate Government principally. Most of the merchandise that comes to Matamoras, consigned to the house of Milmo & Co., is sold in Texas. They have the reputation of being agents for the Confederate Government, and of receiving cargoes and shipping them to Texas in barter for this cotton. This is the general reputation of the houses in Matamoras.

Now, there is scarcely a single fact stated in these depositions of Arthur, Crosby, Haggart, Garety and Webster that has any force or bearing upon the question of prize or no prize in this case. The depositions contain statements of rumors, hearsay, opinions and speculations concerning the Sir William Peel and cargo, all of which is inadmissible, but not a single fact but one that is of any importance. Foley testifies that the Sir William Peel had on board but the two guns carried on her deck; hence the officer in charge of the deck of the Princess Royal could not have seen any hoisted out of her. The testimony also shows that a brisk trade was

carried on between Brownsville and Matamoras, across the river; and had it shown that the whole cargo from Liverpool of the Sir William Peel had been sold in open market, in Matamoras, to agents of the Confederate Government, and by them carried into Texas, for the use of the Confederate army, and that this cargo was all contraband of war; and had it shown that the cotton captured on board of the Sir William Peel had all been bought by Messrs. Milmo & Co. in Texas of the Confederate Government or its agents, it would have shown no fact to justify a condemnation of the vessel or cargo. But the testimony fails to prove that the Sir William Peel carried any contraband of war, or that a single bale or package of her cargo, of any kind, was either landed in Texas or had found its way there at the time the testimony was taken, or that a single bale of the cotton captured was purchased by the claimants, or by Milmo & Co., their agents, in Texas. Thomas Gilgan swears that the whole cotton cargo was purchased in Matamoras for the claimants. The trade was confined to Matamoras.

I need not attempt to prove that.

Point VI.

The trade of the Sir William Peel, from one neutral port to another, was lawful, whatever may have been the nature or character of her cargo. The Hendric and Alida, (1 *Hay & Marriot*, 96,) The Imina, (3 *C. Rob.* 167; *Phillimore, vol.* 3, *p.* 238, § 161, § 226.) It was encouraged by our own government. Eighty-two vessels cleared from New-York alone, for Matamoras, between the 1st of October, 1862, and the 1st of October, 1863. The reports of the Secretary of the Treasury upon commerce and navigation show that, during the fiscal year 1863, there were imported into the United States from Mexico 6,419,254 pounds of unmanufactured cotton, valued at $1,750,615; during the year 1864, 15,790,842 pounds, valued at $4,859,752; during 1865, 14,053,453, valued at $5,128,875. The most, if not

all of this, was undoubtedly imported from Matamoras, for Tampico was blockaded by the French, and Vera Cruz was in possession of the French.

No blockade of the Rio Grande was established, in fact, by our government, or was intended to be, or could be, so as to render maritime trade with Matamoras unlawful, (The Frau Ilsabe, 4 *C. Rob.* 63,) or so as to interfere with the free use and navigation of the river, (The Fame, 3*d Mason*, 147; 5 *Wheaton*, 374,) or so as to render trade between Matamoras and Brownsville across the river unlawful.

The Stert, 4 *C. Rob.* 65.
The Ocean, 3 *C. Rob.* 297.
The Jonge Pieter, 4 *C. Rob.* 83.

Point VII.

The capture itself was illegal, being in violation of the neutral territory of Mexico, and it cannot be made the foundation of prize proceedings. The fact that the vessel was captured in the neutral waters of Mexico is proved by the depositions of the captain and mate of the ship, by Captain Woolsey, Captain Hargett, Robert Dalzell, James Baker, Joseph Cooper and S. E. Langdon. The fact is placed by these depositions beyond controversy.

Point VIII.

We claim that the decree of the court below of the 10th June, 1864, (top page 78,) so far as it orders the libel to be dismissed, and the vessel and cargo to be restored to the claimant, ought to be affirmed by this court; and that the decree of the 3d of June, 1865, (Supplementary Records, page 1,) ordering the costs and charges consequent on the capture to be paid by the claimant and damages refused, ought to be reversed, and damages decreed to the claimant, with his costs and expenses.

The decree of the 10th June, 1864, reads: "It is ordered, adjudged and decreed, that the libel be dismissed, and the vessel and cargo restored to the claimants. It is further ordered, that reasonable cause of seizure be and the same is hereby certified of record, and that the question as to the costs and expenses be reserved for further action."

From this decree the District Attorney, on the 8th of July, 1864, appealed. On the 3d of June, 1865, the court entered the following decree: "It is now ordered and decreed that the costs and charges consequent upon the capture be paid by the claimants, and that damages be refused." From this decree the claimant's attorney appealed, and both appeals are now before the court. The decree of the 10th June, 1864, dismissing the libel and restoring the vessel and cargo to the claimants, did not decide the question of damages; the certifying of a reasonable cause of seizure not being tantamount to a decree denying or refusing damages, but the simple certification of a fact upon which a decree denying or refusing damages might or might not, on a further hearing, be based. The reservation by the decree of the question of costs and expenses, and the further decree on the 3d June, 1865, passing upon this question and also the question of damages, expressly refusing them, *eo nomine*, taken together, show this, that the judge by the first decree intended no more than to restore the vessel and cargo, reserving all other questions, for he decides all other questions by his subsequent decree. The claimant was right in not appealing from the first decree, for the damages claimed had not been refused by the court in that decree, and he was right in appealing from the second, for they had been therein refused.

The claimant had inadvertently omitted in his claims to claim damages, *eo nomine*, for the capture and detention, and on the 12th March, 1864, (page 76,) and before any hearing had been had in the cause, he moved for leave to amend his claim by inserting a clause claiming damages *eo nomine*. The court refused to allow this amendment. It

ought to have been allowed in that stage of the proceedings as a matter of course.

The Edward, 1 *Wheaton*, 261.
The Marianna Flora, 11 *Wheaton*, 1.
Concklin's Ad. Prac. 606.

And for the purpose of deciding the question of the claimant's right to damages, the amendment will now be considered by this court as having been made.

The claimants are entitled to damages for the capture and detention. The vessel was captured in the harbor or roadstead of a neutral port, and within the territorial jurisdiction of a neutral friendly nation, in close proximity to thirty or forty other vessels trading at the same port. She had been for some time unloading one cargo and taking in another, under the eyes of several United States gunboats, whose commanders had seen no cause for capture. But these captors, who had just come on to the station to relieve other vessels, without making any search in or on board the Sir William Peel to determine whether there was any cause of capture, captured her, and assigned no other reason therefor than the false allegation that the Sir William Peel "had arms and ammunition stowed on board," the falsity of which allegation they could easily have proved in twelve hours by removing portions of the cargo from one part of the vessel to another. But they made no search. They plundered the cabin of its furniture, and damaged the vessel by their carelessness.

If it be said that the order for further proof cuts off the claimants' demand for damages, we answer that that order was not asked for by the claimants, and the court ought to have restored the vessel and cargo with damages at once, and not made the order for further proof. If it be said that the claimants themselves were in a condition to require further proof, not having on board the customary papers to show the neutral character of the vessel and cargo, we answer that these papers were in the hands of the proper Consul, and in the proper

Custom House, where the law required them to be while the vessel was in port, and that we were deprived of their benefit by the wrongful act of the captors.

Point IX.

We claim that the court ought to affirm the decree restoring the ship and cargo to the claimant, and on the cross appeal adjudge that the claimant is entitled to recover damages for the capture and detention of the vessel, and remand the cause to the court below to have them ascertained.

Wm. Marvin,
Counsel for Claimant.